









HENRY P. DART MEMORIAL NUMBER

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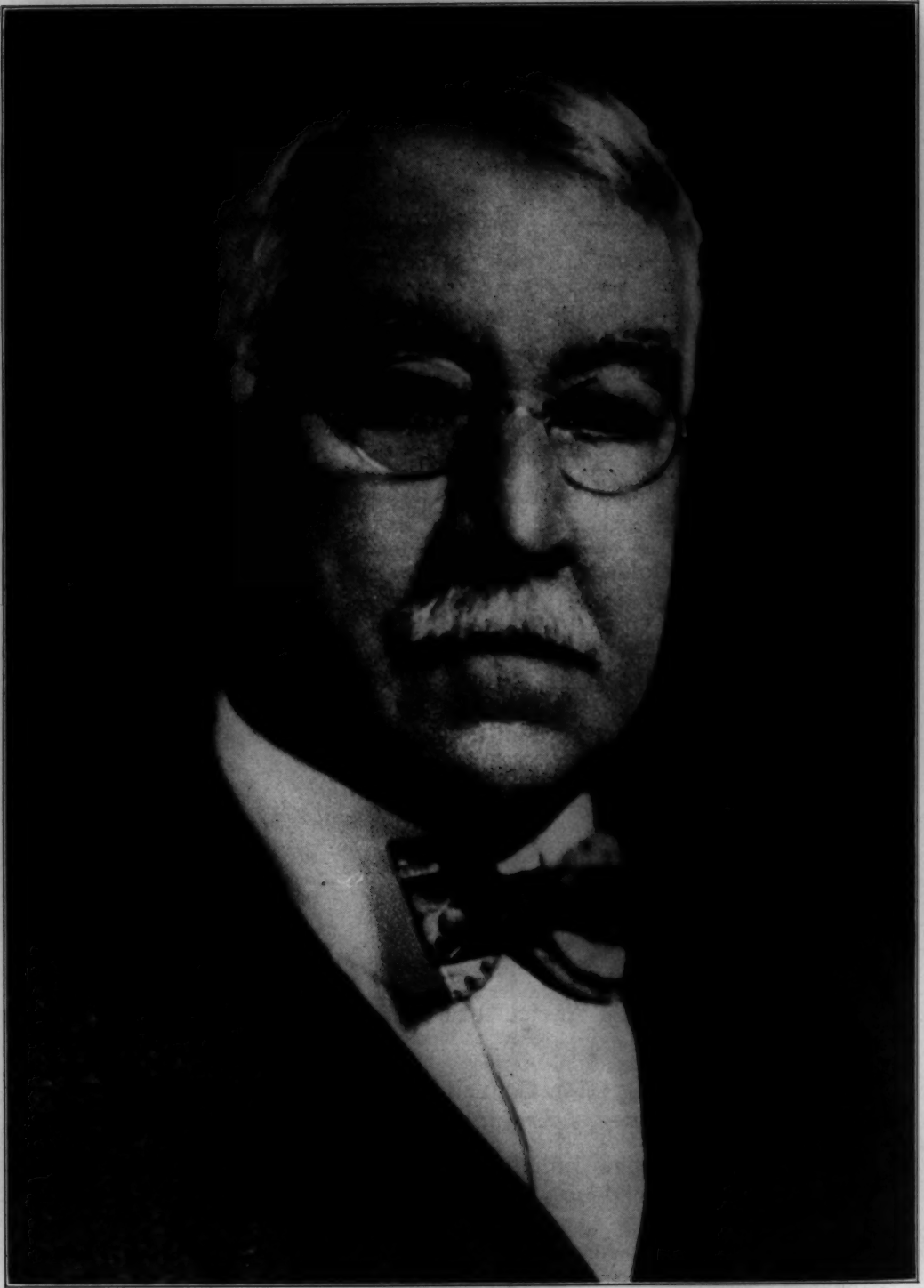
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HENRY PLAUCHÉ DART



# THE LOUISIANA HISTORICAL QUARTERLY

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✓ HENRY PLAUCHÉ DART

IN MEMORIAM

October 23, 1934.

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In the historic Sala Capitula in the old Cabildo, where commemorative exercises have been held for kings, warriors, statesmen, jurists and scholars, it was most fitting that the State of Louisiana and the City of New Orleans under the auspices of The Louisiana Historical Society, should hold Commemorative Exercises in Memory of Henry Plauché Dart, lawyer, historian and editor of The Louisiana Historical Quarterly.

Mr. Dart died on September 27, 1934. The Committee selected Tuesday, October 23, 1934, as the day for the ceremonial to be held in commemoration of him.

In the audience were the members of Mr. Dart's family, officials of the State and City, men and women of the Louisiana Bar and of the Universities, members of The Louisiana Historical Society, and a cross section of the public of metropolitan New Orleans.

The ceremony was conducted by Mr. Edward Alexander Parsons, President of The Louisiana Historical Society. He called upon the Rev. W. W. Holmes, D.D., of the Rayne Memorial Methodist Church, to deliver the Invocation, who with much feeling referred to Mr. Dart as his parishioner and friend.

## ADDRESS OF EDWARD ALEXANDER PARSONS

A short introductory address was made by the Master of Ceremonies, entitled "Henry Plauché Dart in Letters"; which was as follows:



"They told me, Heraclitus, they told me you were dead,  
They brought me bitter news to hear and bitter tears  
to shed.

I wept as I remembered how often you and I  
Had tired the sun with talking and sent him down  
the sky.'

—Johnson-Cory—After Callimachus.

"Throughout the ages, in the long list of eminent advocates and juris-consults, who have graced the corridors of the law, there are few who have not added to their illustrious careers, the distinction of letters. How easy is it to maintain the point, from Cicero and Hortensius in Rome, Sir Thomas More and Francis Bacon during the Renaissance, on through every Chancellor and Keeper of the Seal to modern times, where every lawyer-prime-minister, lawyer-member of Parliament, and the intellectual leaders of the American Bench and Bar have added to their renown, pleasant excursions in the by-paths and along the highways of literature.

"Indeed, in spite of the eminent careers of many brilliant members of the legal profession, their days in Court, seemingly so important at the time, fade with the years (because not only litigants but causes die), so that their permanent contributions to the knowledge of mankind, their writings, some brilliant pamphlet or serious work of research, become in the course of time their greatest bids for fame.

"Mr. Henry Plauché Dart, as was natural for one of his gifts of mind and boundless energy, has upheld the best intellectual traditions of the legal profession.

"Others will tell you of his greatness as a lawyer, but to me he will always be the profound student of Louisiana-Americana, the indefatigable worker among the archives and muniments of the historic past of Louisiana, the brilliant essayist into the origins and by-paths of her history and the historian of her greatness and renown.

"In a style, smooth, graceful, yet possessing extraordinary force, lightened by a supreme gift of satire, he has painted for future ages, the colorful scenes of French, Spanish and Anglo-American Louisiana.

"We were very close in this work. We were ever loyal to each other. To him I always looked for wisdom and guidance. Often he would tell me that we were engaged in a task not always valued or understood, but that every age must have its servants not only to record the abstract and brief chronicles of the time, but as prophets looking backward, to preserve the more curious and glamorous story of the past.

"The vast labor of editorship of the *Quarterly* was the work dearest to his heart. It became indeed the work of his later years, if not his life-work.



"His last appearance was at a meeting of this Society held at the Louisiana State University, Baton Rouge, July 30, 1934.

"It was but a little while from that occasion when the fingers of God touched him and he slept."

ADDRESS OF MR. JAMES WILKINSON

Mr. James Wilkinson, on behalf of His Excellency, Governor Oscar K. Allen, delivered the following tribute:

"I desire to express on Governor Allen's behalf as well as that of my own, a few words of praise and tribute for our late distinguished citizen for whom this memorial service is now being held.

"Henry P. Dart first saw the light of day at Fort St. Philip in the Parish of Plaquemines, some 16 miles below Riverside farm where I had been born less than two years previously.

"I, therefore, claim he was my fellow parishioner and it seems to me to be fitting that one whose whole life expressed the courage of his convictions should have been a Southerner of Southerners and born at a fort.

"Others have told and will tell you of Mr. Dart's professional and literary work. I only refer to his love for his State, his city, his family and his friends. He was proud of the fact that he would leave behind him worthy sons to carry on in his chosen profession. I saw him often at his work and know he loved to work for them and with them. He had, too, an affectionate pride and tender love for his children's children.

"The knowledge that for many months his feet had been travelling through the dark valley was carefully kept from his friends, so that notice of his death came to them as a shock.

"Mr. Dart never loved ostentation or the limelight, and he possibly felt as the Poet did when the latter wrote:

Sunset and evening star,  
And one clear call for me!  
And may there be no moaning of the bar,  
When I put out to sea.

"Climbing upward, like the angels in Jacobs dream, our friend has passed beyond the clouds, above the stars, to find safe refuge, we trust, in the Everlasting Arms.

"The French say: *Un soupir vient souvent d'un Souvenir* (a sigh comes often from a remembrance).

"At St. Paul's farewell on his last visit to the Christians at Ephesus, the Good Books says:

And they fell on his neck and kissed him,  
sorrowing most for the words Paul spoke,  
that they would see his face no more.



"This sorrow expressed nearly 2000 years ago, finds sad echo in our hearts tonight. Not for his ability, his legal knowledge or his literary attainments do we regret the passing of our friend, but we sorrow most of all simply that we will see his face no more."

#### ADDRESS OF MAYOR T. SEMMES WALMSLEY

The Honorable T. Semmes Walmsley, Mayor of the City of New Orleans then delivered an address on behalf of the City.

Mayor Walmsley referred to the many qualities that will keep alive the memory of this great lawyer. He stressed the reputation Mr. Dart had for giving straight forward, vigorous, and candid advice to the many who sought his aid. The Mayor spoke of Mr. Dart's willingness to assist the young lawyer and to direct him into the paths of logical thinking and keen appreciation of the Civil Law. He referred feelingly to his personal relations with Mr. Dart which were intimate and which he would ever treasure, for judicious advice, given in matters of civic interest and for his generous labors in behalf of the well-being of our City.

The Mayor closed with a tribute to Mr. Dart not only as a great lawyer, a learned historian, but as a great citizen.

"What constitutes a state?  
Not high-raised battlement or labored mound,  
Thick wall or moated gate;  
Not cities proud with spires and turrets crowned;  
No, men, high-minded men,  
Men who their duties know,  
But know their rights, and, knowing, dare maintain,—  
These constitute a state."

After—Alcaeus.

#### ADDRESS OF CHIEF JUSTICE CHARLES A. O'NIELL

Mr. Parsons then introduced the Chief Justice of the Supreme Court of Louisiana, the Honorable Charles A. O'Niell, who spoke as follows:

"It is not often, Mr. Chairman, Ladies and Gentlemen, that we come face to face with the finest gifts of intellect, combined with the highest and noblest traits of character that life contains. That was the privilege and the happiness of all who enjoyed an acquaintance with Henry Plauché Dart.



"One of the advantages of a judicial position is the opportunity it affords of calmly observing the talents and the qualities of training of our professional brethren, unaffected by partisanship or interest in the controversies in which they take part. It is from that viewpoint that I picture in my mind tonight one of the most amiable and most talented of the many advocates who have appeared before the Supreme Court of Louisiana during my incumbency.

"I first became closely acquainted with Mr. Dart twenty-five years ago, when I was serving as a district judge, in Opelousas. He was there trying an important lawsuit, which lasted many days; and he and I spent every evening together, from the hour of adjournment of court until bed-time, in what were to me the most refreshing and instructive conversations I have ever enjoyed. He was, even then, the recognized leader of the Bar of this State.

"Thorough preparation, accuracy and simplicity of statement, and enthusiasm for his cause, are qualities possessed by many members of the bar. Mr. Dart had all of these, but, more than that, he was gifted with rare powers of analysis, which enabled him to grasp a mass of facts and conflicting details, and to present them with such order and system that no one could misunderstand them. To all of this he brought a thorough and brilliant knowledge of the Civil Law, and, what is rarer still, a mastery of the historic background of that subtle and scientific system of law, derived from a profound study of its origin,—through the mazes of Ordinances of Paris, Edicts of French Kings, Spanish Codes, and finally the rock of our present system, the Code Napoleon, and so on through the codes of Louisiana, and down to the most recent statutes of the state.

"With all of this knowledge and these qualities of mind, Mr. Dart was a forceful, magnetic and resourceful public speaker,—always the master of his subject, and ever lightening his discourse with unusual powers of irony and satire.

"He will be remembered, not only as one of the great lawyers of his day, but as an outstanding leader of that order of men who recognize that they have varied and important duties to perform for the public good.

"He recovered and saved for Louisiana, from the musty archives of this old building, the Records of the French Superior Council of Louisiana, of the era of 1717 to 1769, and the Spanish Judicial Records, from 1769 to 1803.

"Among the many valuable contributions of Mr. Dart to the legal profession were his History of the Superior Court of the Territory of Orleans and of the Supreme Court of Louisiana; his address on The Place of the Civil Law in Louisiana, delivered at the convention of the Association of American Law Schools here, in 1929; and his address on The Influence of the



Ancient Spanish Law on the Jurisprudence of Louisiana, delivered at the meeting of the American Bar Association, in 1931.

"Mr. Dart was in every sense a friend of the court. He gave the best of his time and talents to his duties as chairman of the Supreme Court's committee on admission to the bar, and on professional ethics and grievances.

"In presenting a case to the court, Mr. Dart paid little attention to oratory, and even less to the quoting of decisions or texts. He dwelt upon the legal principle which should control the court, and suggested the sources of the law to be examined, as one whose only object was to aid the court in finding the truth, and who had no other motive, or interest in the result, than to see that the right conclusion should be reached.

"Our expressions tonight, of sentiments of respect and veneration for the character of a man whose passing from this life is a great public loss, and our tribute to the traits and qualities which called forth such general and public esteem, is a recognition in only small measure of a debt of public gratitude. May this commemoration be also an incentive to the honorable ambition of others whose minds are so constituted as to find more happiness and satisfaction in serving their fellow men than in the attainment of objects of a personal or private nature.

"The name and reputation of Henry Plauché Dart will pass on as a part of the history of Louisiana, as of one beloved for his virtues as a man, honored for his services as a citizen, and distinguished for his talents and learning, and for his usefulness to the profession of law, and to the cause of justice."

#### ADDRESS OF MR. JOHN D. MILLER

Mr. John D. Miller, Vice-President of the Louisiana State Bar Association, was then introduced and spoke as follows:

"Mr. President, Members of the Family and Friends of Mr. Dart:

"It is your misfortune that the President of the Louisiana State Bar Association, Judge Bell, found it impossible to come over from Lake Charles today, and my misfortune not to have learned of this and that I would be called upon to address you until yesterday.

"After what has just been said so eloquently by the Chief Justice there is nothing to be added by me to his resumé of the life and attainments of Mr. Dart. Nevertheless I have the privilege and the honor of representing the Bar Association in adding a tribute of affection and respect on behalf of his brother lawyers. As an organization for service to the public and improvement in our own ranks we are under special obligation to our founder and first president.



"When I came to the bar, a greenhorn novice, he was already established as a leader. Before I knew him I recognized his as a great name, but when I came to know him the traits which most impressed themselves on my memory were his consideration for and courtesy to the young lawyers who had the misfortune of too early coming into competition with him.

"Quiet and reasonable in conference, he was a veritable lion in the court room—still his tact and his tactics were such as to engender no personal animosity and leave no sting. If any man hated Henry P. Dart it was one who had done him some wrong and not one upon whom he had imposed.

"We lawyers of Louisiana owe him a debt of gratitude for the example of his courageous and ethical career, as well as for his great contributions to the history and philosophy of our jurisprudence."

ADDRESS OF MR. ROBERT EWING, JR.

Mr. Parsons said: "For many years Mr. Dart was the professional advisor of the New Orleans Daily States and the personal friend of the late Colonel Robert Ewing and the Ewing family, and it is but proper that we should have an expression on behalf of the Press. Mr. Robert Ewing, Jr., will speak for the Press and for the Ewing family." Mr. Ewing then spoke as follows:

"I rise tonight to say a few words in behalf of the Ewing family in respect to the irreparable loss they have sustained in the death of Mr. Henry Plauché Dart, Sr.

"Mr. Dart and my father, the late Colonel Robert Ewing, for more than 30 years were closely bound in personal friendship and professional relationship. During that time Mr. Dart was both his personal adviser and attorney, representing him with practically unbroken success in litigated cases and cases settled out of court.

"I need offer no better evidence of my father's profound respect for Mr. Dart's ability and the clarity and soundness of his judgment than the fact that in his last will and testament he named him as the guide and counselor of Mr. John D. Ewing, trustee, in the management of his large estate.

"Mr. Dart discharged that commission with the utmost fidelity, patience and wise counsel, for which we shall always hold his memory green in our hearts. For myself, I would say that since the death of my father, even as before during the years that I have had the privilege and honor to be associated with his law firm, Mr. Dart has been a second father to me, ever helpful with his advice.



"When a man of so high a sense of honor, so distinguished in his profession, so faithful in the discharge of his duty as lawyer and citizen, passes on, the community is so much the poorer, and it is meet that there should be such a gathering as we have this evening to pay public tribute to his memory.

"It has been my good fortune to be thrown into intimate contact with Mr. Dart's home life, and only those who have had that privilege can appreciate the extent of the blow to his devoted children and grandchildren his death has brought to them. We may not intrude on their sacred sorrow. We may only hope and trust that the God of all Mercies will solace them in their great affliction."

#### ADDRESS OF DR. JAMES E. WINSTON

Mr. Parsons in introducing the next speaker, said: "The work for which Mr. Dart will be long remembered is his Editorship of *The Louisiana Historical Quarterly*. To this he generously devoted the last full and brilliant years of his career. Dr. James E. Winston of Newcomb College, who for many years has been on the Advisory Editorial Board of the *Quarterly*, and whose scholarship has so often brightened its pages, will speak of Mr. Dart as the Editor of *The Louisiana Historical Quarterly*."

Dr. Winston then spoke, as follows:

"I have been asked to make a few remarks in connection with my impressions of Mr. Dart as editor of the *Quarterly*. It is difficult for any one who has been closely associated with Mr. Dart in any capacity to think or speak of him in any impersonal manner. From what has already been said here this evening, it may readily be inferred what were the characteristics that marked his guidance of the *Quarterly*. To his work as editor-in-chief he brought the same untiring energy, the unflagging zeal, and nice discrimination of values, that characterized him in every other walk of life. To employ one of his own phrases, the *Quarterly* in his hands was to be an 'open forum,'—a place where every serious student of Louisiana history could record the results of his investigations. To me Mr. Dart was the greatest single inspiration I have come in contact with during the years I have been thrown into association with him in laboring upon certain phases of Louisiana history. To him I shall ever be grateful for having prodded me into undertaking several tasks that needed to be done—tasks for which I felt myself ill-equipped, and which would never have been brought to fruition without his wise counsel and sympathetic interest. After months of toil the compensation would come in a conference with him in the quiet of his study. What a consolation it was to have such a strong and such a safe arm to lean upon!



"His unrivalled knowledge of Louisiana history was ever freely placed at the disposal of the earnest searcher after historical truth. He was a skilful reviewer of books. His appraisal of any work dealing with Louisiana history was sure to be telling, candid, and judicious. As a writer he was forceful and fluent. So absorbed was he in setting forth the inwardness of any historical problem, that he had scant time for cultivating any of the tricks of the stylist.

"With him the conduct of the *Quarterly* was a labor of love.

"His one passion, historically speaking, was Louisiana history. His hobby, it may be said, was the abstruse subject of French and Spanish legal procedure, and in this field he stood alone. His 'Marginal Notes' that accompanied the French and Spanish judicial records bore witness to his profound knowledge of the intricacies of French and Spanish law, and to the sanity of his historical judgments.

"The volumes of the *Quarterly* that bear his name will ever remain a worthy and an enduring memorial of unusual talents applied in a spirit of devotion to the history of the state he loved so well. With his passing historical scholarship has suffered a well-nigh irreparable loss. But his influence and his example will ever remain a beacon light and an inspiration to those who would carry on the work so dear to his heart."

#### ADDRESS OF MR. ANDRÉ LAFARGUE

Mr. Parsons then said: "To Mr. Andre Lafargue, First Vice-President of The Louisiana Historical Society, has been given the important assignment of speaking for the Society."

" 'In the world's broad field of battle,  
In the bivouac of life,  
Be not like dumb driven cattle,  
Be a hero in the strife.' "

Mr. Lafargue then spoke, as follows:

"Words of our beloved and immortal American poet, Henry Wadsworth Longfellow, which to my mind apply most eminently to one of the favorite maxims and to one of the principles which the one whose memory we honor tonight carried out and lived up to throughout his wonderful career marked by untiring energy and incessant work. For Henry Plauché Dart, Sr., was essentially the apostle of work, if I may so express myself. To those who came to him, young and old, intellectually equipped or fit only for manual occupations, and who sought his advice in an attempt to better their conditions, he would counsel work, persistent, regular and methodic work, through which alone, he felt, success could be achieved of a durable and meritorious character. And how mightily he practiced that which he preached we of the Louisiana Historical Society's Executive Committee, his colleagues and special friends were well aware.



"That which is worth while obtaining must be gone after and must be attained through incessant work. He proclaimed in most efficient manner, because of the example which he set himself, that work ennobled the mind and the heart of man and that this world of ours under present trying conditions and because of the gravity of the times had no room for the idle and the mere pleasure seekers. To the very last minute of his life the late and lamented Henry Plauché Dart, Sr., gave us a shining example of his devotion to work. He would not allow physical restrictions and ailments to interfere with the laborious task which he had set for himself day by day, hour by hour, a task of such huge proportions and of such varied character that we wondered at times how he could accomplish it as steadfastly and as successfully as he did. Doubtless had he been more sparing of his physical energy, had he complied with the request of the dear ones who were solicitous of his welfare and who felt that he had amply earned a full and complete rest, he might have prolonged his precious life, but such a measure would not have fitted with his conception of what we mortal beings are expected to do and accomplish in this world. Having proclaimed time and again the dignity, the might and the necessity of work for a human being he felt that to his dying breath he should live up to that which he advocated and recommended.

"The various phases of his well filled and laborious life, his accomplishments in the fields of law, of literature, of public welfare, of journalism and of history, have been discussed or will be commented upon by those who are particularly qualified to do so. As we listen to them we are bound to be impressed with the fact, the salient and undisputed fact, that in the struggle for life our distinguished and highly revered colleague, was essentially and preeminently a worker and that his capacity for work was of a boundless and all absorbing character.

"His devotion to his family and to the practice of the law is known to all of us. We of the Louisiana Historical Society, and particularly we of the Executive Committee of that institution, know and appreciate how devoted he was to his historical work. In this very Sala Capitula, in this Hall of Louisiana's illustrious past and immortal fame, how often have we heard him describe and comment upon the gigantic task of delving into, reading, classifying and having properly translated from their original texts in French and Spanish, documents, manuscripts and archives which would have been lost to posterity and to the field of history had he not discovered them and had he not resolved to preserve and perpetuate them for the greater glory of his native State. The vast and comprehensive knowledge which he thus acquired enabled him to rise at several of our meetings and without any previous preparation discourse mightily and instructively and at length upon any phase of our colorful colonial history.



"Because of his devotion to the field of history, because of the congenial character of the work which he was engaged in, in perpetuating and making accessible to the citizenry of Louisiana and to the world at large the deeds of our colonial ancestors, we of the Louisiana Historical Society feel that in the death of Henry Plauché Dart we have lost not only an eminent historian but a friend and a distinguished colleague. There was a family tie of a spiritual nature which bound us to the man whose death we mourn. He was as indispensable to our historical family as one can possibly be. His death verily is a distinct loss to the cause of Louisiana and universal history. His great and unflinching spirit has now joined those of Robert Cavalier de La Salle, of Jean Baptiste Lemoyne de Bienville, of Pierre Lemoyne d'Iberville, of Carondelet, Galvez and Miro, of Claiborne, Wilkinson, Gayarré and Fortier, to mention but a few of those who like himself were mighty toilers and whose epitaph might well have been:

"'In the world's broad field of battle,  
In the bivouac of life,  
Be not like dumb driven cattle,  
Be a hero in the strife.'

"To the members of his family, here present tonight, to those who are absent and to the thousands who admired him and loved him, the historical family of Henry Plauché Dart, Sr., through my voice extends heartfelt and deepest sympathy."

#### ADDRESS OF MR. WALTER PARKER

"For many years," said Mr. Parsons, "Mr. Dart and I have been members of the Board of Curators of the Louisiana State Museum. Since the death of the late Chief Justice Joseph A. Breaux, Mr. Dart has held the position of President of the Board of Curators. Mr. Dart brought to this public service untiring energy together with all the great intellectual qualities of his personality.

"Mr. Walter Parker, Member of the Board, will speak for the Board of Curators of The Louisiana State Museum."

Mr. Parker then spoke, as follows:

"As a member of the Board of Curators of the Louisiana State Museum, I have personal knowledge of the tireless and most valuable service Mr. Dart has rendered, not only to Louisiana, in the preservation of its historical records, but to the general cause of accurate historical knowledge.

"Under his administration as President, the Louisiana State Museum thrived and expanded. Ever alert to promote the effectiveness of the institution and the cause it serves, Mr. Dart gave unstintingly of his time and money.



"He supplied money to the institution from his own funds when needed monies from other sources were lacking.

"He was largely instrumental in interesting the late philanthropist, Wm. R. Irby, in making large gifts to the Museum and in supplying large funds for the translation of the French and Spanish records relating to the early history of Louisiana.

"In a thousand ways the museum benefited from his intelligent leadership, unflagging interest, and comprehensive knowledge.

"His position with the Museum will not easily be filled.

"His loss to the Museum will long be keenly felt by Dr. Robert Glenk, the curator in charge, and by the remaining Board members.

"In the annals of the Louisiana State Museum the memory of Mr. Dart will be lasting. He gave much to that great institution which money cannot buy. He believed in it, in its mission and in its future. And believing he promoted its welfare as only a man of superb understanding can do."

#### ADDRESS OF DR. WILLIAM A. READ

Mr. Parsons announced: "Dr. James Monroe Smith, President of the Louisiana State University, at the last moment being unable to be present with us tonight has asked Dr. William A. Read, Head of the Department of English at the Louisiana State University, and Vice-President of the Louisiana Historical Society for Southern Louisiana, to speak on behalf of the Louisiana State University." Dr. Read then spoke, as follows:

"Dr. James Monroe Smith, President of the Louisiana State University, wishes me to express his deep regret at not being able to be present this evening.

"It is eminently fitting that the Louisiana State University should lay a flower on the grave of a distinguished historian, lawyer, and scholar, who was equally at home among the peaceful archives of the Cabildo, amidst the busy hum of the courtroom, and in the friendly halls of the University.

"It was in the Cabildo, at a meeting of the Louisiana Historical Society, that I first had the pleasure of meeting Mr. Dart. It was at the Louisiana State University, on the thirtieth of last July, that I heard him deliver what proved to be his final address to the Society. On this last occasion he looked to me like one over whom Death's unconquerable wing was already hovering; and involuntarily there arose to my lips the age-old and hopeless cry of *Ave atque vale*. But, worn and wasted as he manifestly was by long suffering, he nevertheless spoke with almost all his wonted force and clarity, his indomitable will triumphing over weakness and pain. Endowed not



only with a brilliant intellect, but also with courage, sincerity, and energy, Mr. Dart was a man who, had he been born when the world was young, might well have joined the immortal band of the great Ulysses and sailed beyond the sunset and the baths of all the western stars.

"Of all the gifted men whom I have ever known, whether young or old, Mr. Dart was indeed one of the most inspiring. It seems strange to attend a meeting of the Society and find him gone; and it is surely impossible to think that his fine spirit, after its stimulating sojourn on earth, should pass away and be lost in eternal silence. Rather am I constrained to hope that his serene soul, somewhere in the vast universe of ceaseless activity, has embarked upon a career nobler and more difficult and more glorious than can ever be the portion of mortal men.

"For him I can conceive of no more appropriate epitaph than the following lines, expressive as they are of the lofty ideals which he cherished throughout life:

'Still nursing the unconquerable hope,  
Still clutching the inviolable shade.'

#### ADDRESS OF DR. RUFUS C. HARRIS

Mr. Parsons then introduced Dr. Rufus C. Harris, Dean of the Tulane Law School, who spoke on behalf of the Tulane University of Louisiana, paying the following tribute:

"The great Daniel Webster once declared: Justice, sir, is the greatest interest of man on earth. It is the ligament which holds civilized beings and civilized nations together. Wherever her temple stands, and so long as it is duly honored, there is a foundation for social security, and general happiness. And whoever clears its foundations, strengthens its pillars, adorns its entablatures, or contributes to raise its dome still higher in the skies, connects himself in name and fame and character with that which is and must be as durable as the frame of human society. Mr. Dart labored on this edifice, with usefulness and distinction. He cleared its pillars, adorned its entablatures, and contributed in an eminent degree to raise its dome still higher in the skies, and as the result of his industry and learning he has made his name and fame secure.

"He belonged, it is true, to family and friends but he belonged at the same time to the profession of the law and in the practice of that profession he stood for certain qualities of mind and spirit that possess enduring value and enduring significance.

"His qualities of character, reinforced by distinguished gifts of mind, gave an impressiveness and weight to his utterances which cleverness alone could not possibly bestow. No occasion that I have ever attended has been more impressive of



the extraordinary scholarship and genius of Mr. Dart than was his performance on the program of the annual meeting of the Association of American Law Schools, held here in New Orleans in December, 1929. His paper was entitled *The Place of the Civil Law in Louisiana*. He held a large audience of the leading law school men of the world enthralled, and in the limitation of an hour, he presented the finest paper in the literature of our law on this difficult subject.

"Thinking worthily of his profession he loved not only its literature but books of many lands. No man in his time in this state drank more deeply of the inspiring fountains which sprang from the study and interpretation of the vital sources of the law and of the figures that gave it form, substance and meaning. He thought of the law, as every informed person must ever think of it, as being always in the process of growth, but with that growth determined and molded by the conservative contributions of the bar standing for reason and moderation and insight against the violent and turbulent aberrations of the hour.

"This outlook upon the law and upon the function of the lawyer was symptomatic of Mr. Dart himself. He was essentially a conservative, though a conservative too sane and generous to be quiescent in the face of injustice. The existing social order brought him opulence and fame and happiness. He did not share the views of those who would supplant it by another. The world as he saw it was tolerably fair and good, and law was the chief force that would keep it sound and healthy. His time almost to the very end was devoted to the making of his own contribution to the literature, genius, and life of the law which he loved so well. What that contribution will be finally we cannot say. I feel, however, that whatever it is it will be largely reflected in the inspiration which his accomplishments must inevitably make in the lives of those in this state who in the future will come to the bar and the courts. The law school at Tulane and the other schools will touch and mold many of them. Through our training and development of these recruits for the profession of law we will have the brilliance of his scholarship to stimulate us; we will have the strength of character manifested in his professional life to inspire us; and we will have his devotion to the law and its proper usages in a changing world to give us the patience and zeal to bring forth from our institutions men who in the full tide of their professional and civil life will aspire to reach the plane of him whose memory we are here to honor."

Mr. Parsons then introduced Rev. John D. Foulkes, S. J., Regent, Loyola Law School, who spoke on behalf of Loyola University of the South. Father Foulkes paid a fitting tribute to Mr. Dart, referring to their personal acquaintance, to his work for Loyola and to the high position he held in the domain of the law.



"Tonight," said Mr. Parsons, at the conclusion of the Exercises, "we have laid our tributes on the altar of memory. We have heard from the State of Louisiana, the City of New Orleans, from the Bench, the Bar, the Press, from the Louisiana Historical Quarterly, the Louisiana Historical Society, the Board of Curators of the Louisiana State Museum, and from the three great universities and seats of learning of our State. In all of these institutions of human society Henry Plauché Dart was an outstanding figure, and we would like to close these ceremonies with the immortal thought:

"... He is not dead, he doth not sleep—

He hath awakened from the dream of life.

—Adonais'."

Benediction was delivered by Rev. John D. Foulkes, S. J.







HENRY PLAUCHÉ DART  
(In Middle Age)



**IN MEMORIAM**  
**HENRY PLAUCHÉ DART\***

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*To Their Honors, the Chief Justice and the Associate Justices of  
the Supreme Court of Louisiana, and the President and Mem-  
bers of the Louisiana State Bar Association:*

Henry Plauché Dart died at his home in the City of New Orleans, on Thursday, September 27, 1934, at the age of seventy-six, painlessly, in his sleep, rich in the love of his family and a host of friends, leaving an unsurpassed record of honorable achievement and service to his clients and to the people of Louisiana.

Mr. Dart was a son of Louisiana. He was born February 5, 1858, in Fort St. Philip, Plaquemines Parish, Louisiana. His father was Henry Dart; his mother, Mary Plauché. The father was an Englishman of an ancient Devonshire family and settled in New Orleans in 1837. His mother was born in Rapides Parish, Louisiana, the daughter of Henry Urbain Plauché and Mary Brown. The former was the son of Etienne Plauché and Margaretta Zelan, who were married in New Orleans in 1765. Etienne Plauché was born in Provence, France, and came to Louisiana during the French Colonial Era. Henry Urbain Plauché, the grandfather of Mr. Dart, was the brother of J. B. Plauché, who led the Louisiana troops in Andrew Jackson's defense of New Orleans in 1814-15, and he, himself, served as aide-de-camp to Jackson at the battle of New Orleans.

From this fine ancestry, Henry P. Dart inherited a sound mind and a sound body, so that for sixty-two years of his active career he was able to study and labor intensively and continuously, and his exceptional diligence and ambition were evidenced at an early age. This man, who gained international recognition for his scholarship, had no formal instruction beyond the grade schools of New Orleans, where his family resided in his early youth, and one term in the Jefferson City High School.

He was one of the large number of young men of the post Civil War period who had been successful largely through his own efforts and by assiduous attention to his own natural endow-

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\*The following memorial was prepared by a committee of the Louisiana State Bar Association, composed of Joseph W. Carroll, past president of that Association, chairman, John D. Miller, first vice-president of the Association, and Henry W. Robinson.—Editor La. Hist. Qy.



ments. The last days of the Civil War and the ensuing reconstruction period reduced the savings of the father, but he maintained himself, until age and adversity compelled his son to seek his own support before completing his education in the public schools of New Orleans. He served his apprenticeship as a law clerk and student in the office of Cotton & Levy, a law firm with a large clientele and high standing in New Orleans at that time.

At the time of his birth, his father was serving as Superintendent of Construction at Fort St. Philip, Louisiana, which was then being reconstructed by the Government. The United States Engineers were then on a visit to the fortification and pledged the new born child to a career in the army. Among those present were Major G. T. Beauregard, Lieutenant Godfrey Weitzel and several others who, in the stormy years of the Civil War, so soon to come, were to achieve fame and their stars as Generals in the Confederate and Union Armies. As these young devotees of West Point toasted the young mother and babe, they pledged the father that when the boy was old enough they would have him appointed a Cadet at the National Military Academy. This promise General Weitzel held in mind and wrote young Dart in the 70's when he was a law student, reminding him of their promise and undertaking to have him appointed a Cadet at West Point. The glory of a military career was alluring and for a while he was tempted. Had he yielded, he would have become a frontier soldier, and with his experience as an Indian Campaigner would have received his star in the Spanish War, and retired as a Major General; but law had already received his allegiance, and he reluctantly foreswore the sword for the arena of the law.

Mr. Dart was admitted to the bar of Louisiana by the Supreme Court on February 11, 1879. On the bench at that time (1879) were Chief Justice Manning, Justices Marr, DeBlanc, Spencer and White. The last named afterwards became Chief Justice of the Supreme Court of the United States.

In 1882, Mr. Dart was married to Mary Lytle Kernan, the daughter of Judge William F. Kernan and Sarah Wall Kernan, both of Clinton, Louisiana. Judge Kernan served for many years as judge of the District Court for the Parishes of East and West Feliciana and afterwards became judge of the Court of Appeal for the First Circuit of Louisiana. He was a distinguished lawyer



and took a prominent part in the legal and political life of the State during the reconstruction days.

The marriage of Henry Dart and Mary Kernan was a very happy one. He found in her a congenial helpmate who inspired and aided him in his career. Four sons and three daughters were born to them all of whom, except the second son, survive. They were Henry P. Dart, Jr., William K. Dart (who died in 1918) May W. Dart, John Dart, Benjamin W. Dart, Sally Dart, and Edith Dart (Mrs. H. Grady Price).

With the background of clean living, a happy and united family life, integrity and firmness of purpose, a rigid self discipline and thorough preparation, the success of his career was assured.

When he became a breadwinner at fourteen, at the modest wage of \$2.50 per week, which never exceeded \$5.00 per week until his admission to the bar, the family fortunes were low. It was a period of poverty in the Southland, when it was almost a stigma to have wealth, and when the best blood of Louisiana was engaged in the heroic effort of making a living in the wreckage of the old conditions.

As office clerk he was errand boy, copyist, examiner of titles and the drudge for research and the physical labor of a busy law office. His meagre competence he added to by newspaper work, court-reporting, special articles, and even a fugitive poem, the last being sedulously hidden in his later life.

This work was a splendid preparation for the bar, and when he easily passed his examination for admission in 1879, he was grounded, not only in the scholarship of the law, but in the preparation of pleadings, acquaintance with the court officers, and the practical work of the lawyer.

He had the superb courage, after admission, to resign his connection with Cotton & Levy's office, and, without money or clients, strike out for himself.

His first law office was furnished with a desk and three chairs; his library was a Civil Code, a Code of Practice, and the Revised Statutes. For years he was compelled to struggle against poverty. Yet he adhered to industry and study as the best foundations for success; his sole extravagance was his library. Even after his marriage he worked far into the night. It was the usual practice of the young husband to return to his office at night, taking his bride with him, she to fall asleep in a comfortable



office chair, he to delve and write until the tingling of the bell on the ancient mule of the City's then street car system should warn him that the last night car was about to pass, when he would awaken his bride to travel together to their Sixth District home in the midnight car.

His active boyhood had given him a wide acquaintance in what was then known as Jefferson City, a large portion of whose people were the solid property owning Germans who formed the nucleus of the early settlers of lower Jefferson City. These were his devoted friends and clients, and their families were loyal to him and he to them until his last day. During his fifty-five years of active and honorable professional life, Mr. Dart never lost touch with the personal or individual clientele built up by him during his early years at the bar. He retained the friendship and esteem of his clients, whom in many instances he served through the second generation. An unusual illustration of the tenacity of his professional relations with his clients is shown by the fact that he and his law firm for more than fifty years served as counsel for the Lafayette Fire Insurance Company, one of the strongest institutions of its kinds in the country.

In the early nineties he associated with him his brother-in-law, Benjamin Wall Kernan, and the firm of Dart & Kernan was one of the busiest firms in the City. They were general counsel for the street railways company, for several banks, for contractors, a canal company, the largest lumber concern in the State, insurance concerns, and waterways companies—a practice that touched every phase of the State's development.

Indeed, a notable feature of Mr. Dart's practice was, not merely its enormous constant volume over so many years, but also its wide range. There was no branch of the civil practice which he did not have in ample volume, and there was no branch in which he was not highly proficient. Whatever the character of the question—whether relating to the law of probate, real estate, sales, bills and notes, corporate organization and conduct, the constitution, bankruptcy, equity, admiralty—he was equally at home. In this day of specialization, he did not specialize in any branch, though he was a specialist in all. And it is not unlikely that because he was in fact a specialist in all branches, he would not allow his practice to become specialized in the modern mode; to have done so, without doubt, would have deprived him of a portion of the purely intellectual enjoyment which he



never failed to find in the practice of his beloved profession and which he never would have been content to have had less broad than the law itself.

Mr. Dart never permitted himself to lapse into the relative ease of an office lawyer. He reveled in the forum. In the legal arena where he met such mental giants as Thomas J. Semmes, Edwin T. Merrick, Sr., Edgar H. Farrar, Ernest B. Kruttschnitt, William Wirt Howe, John R. Beckwith, Edward D. White, Eugene D. Saunders, and other masters of both common and civil law, as well as of Federal practice, he became the peer of any, and was regarded by a large number of his colleagues, as the foremost trial lawyer of our bar.

Physically he was of the fighting type. He sometimes referred to himself as of the lean breed—usually a mark of the strategist. In the Court room he was a relentless examiner, and a witness was never dismissed until the truth had been brought forth. His method was attack, and when a breach was made in the defense of the adversary, he rushed in with a tearing force, which usually carried all before him. Mr. Dart had the quality of sincerity—its eloquence and the sympathy it breeds in judge and jury. His colleagues and the Court might believe him wrong, but they never doubted that he believed himself right. His success in the Court room was largely the result of hard work, painstaking examination of the facts, and careful preparation on the law.

While he was a delightful impromptu speaker and his complete familiarity with the origin and development of Louisiana law gave him a readiness and authority of diction which few of his colleagues possessed, he rarely resorted to dictation, but used carefully handwritten notes in the preparation of his briefs. The result was not only clearness and sureness of expression and gratifying array of apposite precedent, but a concise legal style that was classic.

As orator or writer, he never fell into the old Southern habit of resounding generalities. Something in his English ancestry held him to precision of data; even until his later days he would laboriously check his citations of authorities and of facts, rather than rely upon his memory. This practice gave his arguments in legal matters, and his lectures upon history, reliability and force, and gained him the respect of scholars everywhere.



Toward the end of the century the bar of New Orleans had retained its prestige. The giants of the early days—Livingston, Grymes, Soulé, Hennen, Roselius—had been succeeded by men of equal stature, probably of a surer mentality and better education in legal fundamentals. Possibly the older giants loomed larger because the general mean of legal culture in those early days was not as high as in our time of exacting scholastic education and preparation. At any rate, the New Orleans bar had its full quota of nationally known lawyers. The organization of the Louisiana Bar Association was the result. It was largely the work of Mr. Dart, undertaken against discouragement, and realized by the labors of the then younger element of the Bar.

Mr. Dart logically was rewarded with the presidency, and remained at its head until he had built up its membership and its influence, and had made it truly representative of the bar of the whole State. During his service as President of the Association he agitated the reform of the methods of examining applicants for the bar and of enforcing the responsibility of the lawyers for professional misconduct. A provision to meet this situation was incorporated in the Constitution of 1898, when Mr. Dart drew the first rule adopted by the Supreme Court of Louisiana creating the Committee on Admission and Disbarment. He was appointed by the Supreme Court chairman of this committee and served as such for ten years until his resignation in 1908. He was president of the Louisiana Bar Association for four years and, thereafter was a dominant factor in its labors and a constant attendant at its sessions, and often enlivened its proceedings with charming addresses, both erudite and entertaining.

The conflict between State and Federal regulation of quarantine, after the epidemic of the early years of this century, found in Mr. Dart a champion of National control, as a means of ending the destructive and oftentimes jealous quarantine of the port of New Orleans by competing gulf ports. His views which he ultimately saw enacted into Federal legislation he expressed in an address on "Federal Quarantine" at the State Bar Convention of 1907.

Family meetings, an institution of over a hundred and fifty years in Louisiana practice, often a mere formality, and always an expense to those little able to bear it, was his subject in an address in 1909. This agitation resulted in the present rule that a judge may by order dispense with the family meeting.



Mr. Dart was always a voracious reader, with especial appetite for the glamorous history of Louisiana. His studies brought to his notice much material concerning the French and Spanish practice in the Colony—a field but little ploughed by other students. His addresses on the origins of Louisiana Law constitute almost the sole and certainly the most authoritative published material on what is a unique and fascinating phase of American history.

At the bar meeting in 1911, he delivered the first chronologically, of these addresses: "The sources of the Civil Code of Louisiana," followed in 1921 by "Courts and Law in Colonial Louisiana," and in 1924, by "The Law Library of a Louisiana Lawyer in the 18th Century."

In 1926, at a joint meeting in Texarkana (Texas-Arkansas) of the Louisiana, Texas and Arkansas Bar Associations, he delivered an address on: "The Colonial Legal Systems of Louisiana, Texas and Arkansas," which is now regarded as his masterpiece.

His industrious mining for long hidden data of our early law aroused such a demand for information, that in 1930 he published in the Tulane Law Review a masterly picture of "The Place of the Civil Law in Louisiana."

The Southern Law Quarterly, in 1918, published his "Legal Institutions of Louisiana."

One of his most valuable contributions to the legal history of Louisiana was his address delivered at the celebration on March 1, 1913, of the Centenary of the Supreme Court of Louisiana. This was a profound and careful study of the development of the law and of the part taken therein by the judges of the Court, from the beginning in 1804, through the adoption of the Codes, through the changes wrought by the first Constitution of 1812, (and those which followed of 1845, 1852, 1864, 1868, 1879 and 1898), through the turmoil of the Civil War and Reconstruction, and thus to the modern trend and progress of the law.

His memorial address on the "Life and Times of Edgar Howard Farrar," before the Louisiana Supreme Court in 1922, on the occasion of the presentation to the Court of a portrait of Mr. Farrar, was a verbal living picture, true and fearless, of a very able lawyer and forceful civic leader of most dynamic character. As an example of biographical treatment of a difficult subject, which, while paying full tribute to undoubted ability, did not varnish those traits which may have lacked a luster of their



own, this address should live forever as a model; and surely it will never be forgotten by those who in large measure knew the times and the man of whom he spoke.

One of the achievements of the Louisiana Bar Association was the inauguration of the movement for a new Courthouse in New Orleans.

Until the realization of the present splendid building on Royal Street, the Supreme Court shared the Cabildo with a police Court and an 18th century jail. The Court of Appeals and the Civil District Court, and the Bar Association library, were housed in the Presbytery at the lower side of the St. Louis Cathedral. The City courts were scattered over the city. The notarial archives were in the City Hall. The Mortgage and Conveyance records in the old Bank building, at Conti and Royal Streets.

The ambitious plan was to bring all these into one building. The cost was appalling, and difficulties of obtaining a proper site and of gaining the co-operation of the City Council and of the State legislature, many. Mr. Dart was a power in the work and was instrumental in having written into the Constitution of Louisiana of 1898 a direction to the legislature to make provision for this object. At the time of his retirement from office as President the way had been cleared for this and the legislation for the new court building for New Orleans was carried through under the administration of his successor, Mr. Bernard McCloskey.

A commission was created to build the court house, of which Mr. Dart became a member. He remained on the Court House Commission until 1921 and was at the time of his retirement president of the Commission. The corner stone was laid on January 8, 1908, and Mr. Dart was the orator of the occasion. In a lighter vein he pictured conditions in the old buildings and prophetically portrayed the new. Anticipating the present need for a purified and more devoted bar, he said, in closing, with deep feeling and with lofty eloquence:

"We are about to enter a new fane, consecrate to Justice, the highest resolve of the human heart. Its halls and its chancelleries are as yet unsoiled by human touch. It is our duty, before crossing these portals, to take off the sandals which we have worn through the mire of past distrust, and, taking on the mantle of the lofty ideal which we have been trained to pursue, we should enter these doors with lifted souls and with pure hearts, offering in our lives a guarantee to our time that we are as strong in



the true faith as is this unbending marble; that we, too, are consecrate, as this building is, to exact justice, to high trust and to unfailing integrity. If there be among us any brother who professes not, or who rejects, these characteristics, we ought to declare such shifty, time-serving, money-hunting, honor-lacking follower not, in fact, our brother, but a mere masquerading Essau, holding by deception the birthright of that best of all created things—the lawyer true and tried."

Louisiana public men are seldom pictured in the national, legal, and popular magazines, with the result that perhaps we have come insensibly to regard the Hugheses, the Choates and the Roots as men of larger mold than the men we daily meet. If there be such a thought, it should be dispelled by a study of the addresses delivered before the bar of the Supreme Court of the United States on December 17, 1921, at the memorial exercises for Chief Justice White. Addresses were delivered by Mr. Dart, Mr. John W. Davis, Senator (now Justice) Sutherland, former Secretary of State Frank B. Kellogg, and other lawyers of national prominence. Of this collection of classic oratory, in its sympathetic and accurate analysis of the work of the lamented Chief Justice, the address by Mr. Dart stands out above them all and marks him as the peer, if not leader, of the best.

In addition to his arduous labors as one of the most active practitioners at our bar, Mr. Dart found time to deliver in 1920-21 a post-graduate course of lectures on the sources of Louisiana law before the law school of Loyola University, in New Orleans, which aroused so much interest and commanded so great respect, that the University in 1921 conferred upon him the highest honor that may come to the American lawyer, the coveted Doctor of Laws.

In 1913 he served by appointment of the Supreme Court of Louisiana as Chairman of the Committee of the Centenary of the Court. He read for this occasion a history of the Supreme Court of Louisiana which showed profound and careful study and research, and it will probably remain a perpetual memorial of the hundred years of service by that tribunal which ended in 1913. His address is printed in Volume 133 of the Louisiana Reports of 1913, together with other addresses rendered on that occasion.

During the World War Mr. Dart served as Chairman of the Legal Advisory Board of the City of New Orleans, created by the United States to consider and pass upon the questions raised by those affected by the draft. In collaboration with Judge H. C



Cage and the late Charles P. Fenner, the supervision of this great task occupied many months of time. Mr. Dart also was a Charter Member of the American Law Institute, and attended its sessions regularly up to within a year of his death. He was an active member of the American Bar Association (since 1888) and State Bar Association from its inception; and from 1898 to 1908 he was Chairman of the Supreme Court Committee on Admission and Disbarment.

Mr. Dart early became an avid student of Louisiana history. He not only perfected himself in French and Latin, (and to an extent in Spanish), but also in the legal vocabulary and idioms of the 18th century. As the years passed, this pursuit increased in intensity and, notwithstanding a corresponding increase in his public and legal duties, he always devoted his few hours of leisure to historical research.

He found few of the historians accurate and unbiased. Martin and Fortier wrote of the Spanish regime from a French viewpoint; and even Gayarré, descendant of a Spaniard, was French in sympathy more often than not.

In 1918 he became interested in the study of the French and Spanish archives of Louisiana, extending over a period from 1719 to 1803. He found these neglected and rapidly disintegrating. He began a campaign by speeches and writing to remedy the condition. In 1921, the late W. R. Irby contributed \$15,000 to the Louisiana Historical Society to begin the work of putting these valuable archives in order, on condition that Mr. Dart take charge of the work without compensation. The Society created the position of Archivist and to it elected Mr. Dart. Under his direction the examination of these records was undertaken and more than 100,000 documents were put in order. The value of this work has been recognized by scholars everywhere and it may fairly be said that as a result much of the history of ancient Louisiana has taken on a new aspect.

When the late Senator John Dymond died in 1922, Mr. Dart was designated as Editor of the *Louisiana Historical Quarterly*, and filled that position from 1920 to the day of his death. In this publication the index and calendar of the ancient archives of Louisiana are printed, and through this medium the legal proceedings in Louisiana during the French and Spanish period are being related. The *Quarterly* has attracted to its service many wise and able men and women and every number contains some interesting and valuable contribution to the history of the State.



As archivist of the Louisiana Historical Society and as editor of the *Quarterly*, he unearthed, read, and classified a vast array of then buried and lost material on Louisiana beginnings. The work was laborious, exacting, expensive, but he delighted in it, and the articles finally selected for appearance in the *Quarterly* were enriched by notes of the editor. Even in his last illness, his interest in his historical work did not falter; he left prepared copy for at least two issues of the publication.

In 1924, Mr. Dart was appointed a curator of the Louisiana Museum, and, upon the death of the late Chief Justice Joseph A. Breaux, he succeeded to the presidency of the Board of Curators. He was a diligent director of the destinies of the Museum. He fought for its legislative appropriations, he secured gifts, and made its collections known in every quarter. He continued his personal direction of its affairs as president of the board until his death.

To recite, with any attempt at detail, Mr. Dart's appearances and professional efforts in the many important and interesting cases of his long practice, would unduly extend this review of his career. Even in the comparatively early years of his practice, and at a time when most young lawyers are struggling to obtain a clientele and recognition by the bar and by the public as deserving of one, Mr. Dart had laid the foundation of an enduring and faithful clientele, and had given to the Courts and to the bar a vivid consciousness of his force and ability and had even then commanded that admiration and respect for both which were to grow ever greater as he himself grew in mental stature and worth-while accomplishment.

His professional career began with his admission to the bar. While his earlier years were a time of leanness and of struggle, yet we find that he argued his first case in this Supreme Court in 1881. From then on we find his name of counsel in cases reported in the *Annals* with increasing frequency and, from about the Forty-second Annual until his death, perhaps more frequently in private litigation than that of any other lawyer at our bar. Some idea of the volume of his work may be had from the fact that he tried approximately three hundred cases in the Louisiana Supreme Court during the fifty-five years of his practice. Nor was that all. He appeared frequently before the Federal District and old Circuit Courts and the present Circuit Court of Appeals, with not infrequent arguments before the Supreme Court of the United States. Almost his last case in that



Court was won by him during the past year, in which he and his most competent associates were successful in obtaining the refund to their clients of approximately one million dollars for overpaid income taxes.

Notwithstanding the deprivation of all but the scantiest of "institutional" education in the normal years for school and college class training (as has been mentioned), Mr. Dart in early life became a broadly educated man and, like all true scholars, and unlike the many who look upon their college degrees as the end of classical education, read, studied, pondered and wrote of the greater and finer things of life until his very end.

He hated sham; he hated untruth. He was never afraid to see things as they are and was intolerant of those who tried to make believe or in any manner pervert or hide the truth.

In social contact, his companionship was delightful; even his ordinary conversation was an intellectual treat.

The title "leader of the bar" rests upon no formal count of the ballot, but upon the common consent and recognition of the profession. Many years before his death Henry Dart had earned the title and it was ungrudgingly bestowed upon him; he was the "Leader of the Bar."

This humble attempt to summarize and in brief reflect the life, the character and the attainments of Mr. Dart is presented with mingled feeling of sorrow for the loss of a friend and leader and pride in the luster of his fame and the splendid example left by him to us and to those who shall follow after.

Nature has wisely decreed that time shall dull the keen edge of the poignant grief which comes with the death of a loved and loving father, of an honored and trusted friend and associate, but time is not so cruel as to cause us wholly to forget; it does not rob us of the sweet joys of memory which shall live with us throughout our lives. May those of us who were the friends, the admirers, the daily associates of Henry Plauché Dart take to heart the lesson which he taught so well; and may his children and his grand-children, in their sorrow, find some measure of consolation in the contemplation of the worth-while life of him they mourn.

(Signed:)

JOSEPH W. CARROL, Chairman.

JOHN D. MILLER,

H. W. ROBINSON, Committee.

New Orleans, La.,  
October 1st, 1934.



## ✓ THE CAREER OF DUBREUIL IN FRENCH LOUISIANA

By the Late HENRY P. DART\*

The Sieur Dubreuil,<sup>1</sup> his wife and two children, sailed from LaRochele, France, on "The Comte de Toulouse" which left that port for Louisiana on or about November 15, 1718. We have no record of their landing place, but it must have been Biloxi, which was in 1718-1719 the headquarters of the Company. The site of New Orleans was at that time a wilderness, the end of the portage from the head of Bayou St. John, occasionally used by the inhabitants of the Gulf Coast and by *coureurs de bois* to reach the Mississippi River. Nor do we know positively the date of the arrival of "The Count of Toulouse" in Louisiana, but Fortier<sup>2</sup> says he arrived on that vessel in 1719. The voyages of these old sailing ships usually consumed from six to eight weeks, and this would have brought the vessel to Louisiana early in January, 1719. The ship, "The Comte de Toulouse," was in harbor at Dauphin Island and unloaded its cargo on March 17, 1719.<sup>3</sup> On the other hand, Martin<sup>4</sup> says he arrived with Governor Lepinay and Ordonnateur Hebert in March, 1717.<sup>5</sup> It would seem that the proof of the Ship Lists is conclusive on that point.

Dubreuil's ship carried 152 passengers, exclusive of her officers and crew. On the passenger list<sup>6</sup> were many officials of the Colony, including de Baulne, the newly appointed Procureur General of the Province, and his family. He was a lawyer from Paris, and his party included seventeen persons. There were also a company of soldiers, a contingent of miners destined for the Illinois, and another contingent of tobacco workers to instruct the settlers in the production of that crop. The remainder of the passenger list was made up of Concessionaires (grantees) of land and the people coming with them

\* Edited by Edith Dart Price, in collaboration with Sally Dart, with some revision and additional documentation by the Editor of the *Louisiana Historical Quarterly*.

<sup>1</sup> We have not found the record of Dubreuil's birth. The Rev. J. Delanglez says that he died in November, 1757.

<sup>2</sup> *History of Louisiana*, Vol. I, p. 102.

<sup>3</sup> *Surrey's Calendar of Manuscripts*, Vol. I, p. 301.

<sup>4</sup> *History of Louisiana*, Edition of 1827, Vol. I, p. 194.

<sup>5</sup> It is a curious illustration of Fortier's method, that in Volume I, page 63, of his *History*, he uses the information contained in Martin's paragraph, only to contradict it on page 102.

<sup>6</sup> *Ship Lists of Passengers Leaving France for Louisiana, 1718-1724*. (In *Louisiana Historical Quarterly*, Vol. XIV, pp. 516-520.)



to cultivate these lands. Among these Concessionaires is listed "Concession of Sieurs Lantheaume and Dubreuil." There were eighteen persons in that party, and the future career of Dubreuil in Louisiana is reflected in the practical workers he brought over, among them carpenters, coopers, joiners, a tailor, a shoemaker, some laborers, and two female domestics, evidently for the service of Dubreuil and his family. Lantheaume came alone, and our archives give us no light on his future in the Colony. It was on the whole a very representative list of people, who more or less figured for several years in the early history of Louisiana, and Dubreuil doubtless made friends on this voyage which were useful to him and perhaps helpful in the pioneer task he had in hand.

We are not able to locate the Concession of Lantheaume and Dubreuil, but they were probably among the early grantees of small acreages, as compared with the swollen grants to great absentee personages, which followed the arrival of the volunteer emigrants from France in the early stages of the career of the Company of the West. We can, however, make the guess that the grant was made by Bienville, after arrival of Dubreuil, and located on the Mississippi at "The Chapitoulas" (Tchoupitoulas), because between the time of the selection in 1718 by Bienville of the site of New Orleans and the removal of headquarters to that place in 1723, an establishment had been made at "The Chapitoulas" by the Chauvins; and in 1724 the first great lawsuit tried in New Orleans involved the important question of the rights of an upper land owner to invoke the law to protect himself from the backing up on his plantation of water overflowing from the lands of lower proprietors.<sup>7</sup> This suit was brought against the Chauvin brothers, viz, De Lery, Lafreniere, and Beaulieu, and also against Dubreuil de Villars. It appears that the latter owned the tract next below and adjoining the Chauvin brothers, while Céard owned the tract next above the latter. The court ordered the defendants to open a bayou which they had closed and to build levees along their front on the Mississippi and to work under Broutin, Engineer of the Colony, to prevent the overflow of the river and to drain the waters which inundated plaintiff's Concession. The defendants were ordered to furnish 150 negroes to do this work, and Dubreuil's plantation was required to furnish twenty of these. It will be

<sup>7</sup> Céard's Case, 1724. (In *Louisiana Historical Quarterly*, Vol. V, pp. 155-186.)



noticed that Lantheaume has dropped out of the picture and Dubreuil alone is the owner of the concession or plantation. We also get in this suit, for the first time, the name Dubreuil de Villars, and this combination of names was used occasionally by Dubreuil in his later life, and the "de Villars" seems to have been the source from which (as will be shown later), he derived the right to be called "a gentleman", as contradistinguished from the average run of men pursuing an industrial occupation.

How long Dubreuil continued to cultivate the plantation at "The Chapitoulas" it is impossible to state. Our records show changes in his life work, that he continued until the end of his career to occupy a high position in the industrial life of New Orleans, and that he also continued to cultivate the land elsewhere. The Chapitoulas venture passes out of history, so far as our records tell the story of his activities, but it is entirely possible that this plantation was continued by him.

At this point in our narrative our records lose touch with Dubreuil, but Fortier<sup>\*</sup> supplies some information, though he makes no reference to the sources of it. After referring to the Census of 1717, he says:

"The following notice of Joseph Dubreuil, dated 1727, is interesting:

'Claude Joseph Dubreuil, aged 30 years, native of Dijon, came in *The Comte de Toulouse* in 1719. He is one of the most laborious and most intelligent of all the inhabitants. He understands mechanics, and is of all trades. His lot is the largest, the finest, and the best cleared in the colony. He has been the first to make levees and deep ditches for the drainage of the waters in the swamps, to keep his lands dry. He gave the idea and made himself from seven to eight thousand toises of canals, besides four or five toises of ditches. He has a large house with two wings which serve as a store, which he is completing at present. He has the best lodging in the colony. He has a very fine view.'"

It may be that this paragraph refers to Dubreuil's plantation at The Chapitoulas. The word "lot" was often used in those days to cover property of any size, even a plantation. The extent of the canals and ditches dug by him could evidently be done only on a place of considerable dimensions, for a "toise" was equal to 6.39 English feet.

<sup>\*</sup> *History of Louisiana*, Vol. I, p. 102.



Fortier continues his narrative, citing a letter of Dubreuil, written in 1740. He says:

"As a confirmation of the statement that Dubreuil was the first that made levees and drainage canals in Louisiana, we may mention a letter written by him in 1740. He speaks of the canal that he is digging at his own expense near New Orleans, and he asks the protection of the King on account of the services he has rendered the colony since his arrival there in 1719. He says: 'The establishment of New Orleans in the beginning was awful, the river when it was high spreading over the whole ground, and in all the houses there were two feet of water, which caused general and mortal diseases. As I was known to be enterprising and not capable of refusing a service, the Directors begged me to make a levee, and I made two thirds of it without any compensation, and New Orleans was out of inundation and as dry as if it had been built on a high land.' The Canal that Dubreuil was digging was necessary for bringing lumber to ship to France, and for building vessels, which he intended to do."

"Dubreuil, called also Villars Dubreuil, sold on most liberal terms a house for the residence of the governor<sup>10</sup>, and he was a very useful citizen. It is pitiful to see that in 1778 his widow, owing to his disinterestedness, was reduced to absolute poverty in France, and his six children in Louisiana were living in the woods with the savages."

The last sentence of the above is absolutely inaccurate. The "widow" of 1778 was Dubreuil's daughter-in-law.<sup>11</sup>

In the period 1732-1739, Dubreuil was busy in New Orleans on many things. The question of drainage for the City was an active problem in 1732. Dubreuil offered the brick necessary for building bridges. Again in 1736 we find him buying brick in France. In 1734 he purchased for 5160 livres, 2 sols, 10 deniers the cargo of the ship *La Marguerita* of St. Malo, and described himself as Contractor of Public Works for

<sup>9</sup> The canal herein referred to is doubtless the one mentioned in the document, No. III, printed hereafter in this article.

In regard to the Canal above mentioned, the late Henry P. Dart wrote: "The Canal of Barataria referred to is possibly the waterway, called Harvey Canal, that now forms part of the intracoastal canal leading from New Orleans west, and under United States Government supervision. The origin of this waterway has long been sought, and this document indicates that its origin dates back well into early Louisiana French Colonial days."—Editor *La. Hist. Quart.*

<sup>10</sup> This sale of Dubreuil's residence is mentioned in document No. III, printed hereafter in this article.

<sup>11</sup> See document, No. V, printed hereafter in this article.



the King. In 1736 a model for a sawmill for him was discussed between Salmon, the Commissaire Ordonnateur, and the Minister in France. In October, 1736, a Commission was sent him from Versailles as Captain in the Louisiana Militia. In 1737-1739, the question of buying Dubreuil's house for the Governor of Louisiana was discussed back and forth between the local and French authorities. We have Fortier<sup>12</sup> as authority that this sale was ultimately made "on most liberal terms." In 1737, the same period, he was buying lumber, describing himself as the Contractor for Buildings and Fortifications of the King, and Gayarre<sup>13</sup> reports that,

"The establishments at the Balize having been destroyed by the hurricanes of September 11th and 18th, 1740, it became necessary to renew or restore them. The engineer Deverges estimated the probable cost at 454,974 livres including only the most important part of the works. Bienville informed the French government, that he had contracted for what it was most urgent to have done, with Dubreuil, who was the only man in the colony sufficiently wealthy, to take charge of such an undertaking, and to whom it had been adjudicated for the sum of 297,382 livres, 10 centimes."

It is a commentary on the difficulty of accuracy when dealing with these ancient events, that there has survived in the records of the Superior Council of Louisiana the original notarial contract for work at the Balize, dated October 26, 1739, which recites that Joseph Villars DuBreuil, contractor for the work on the fortifications of New Orleans, has contracted with Salmon (Ordonnateur) for repairs as per agreement on the buildings of the Port of Balize and on the roads degraded on the 10th and 11th of this present month of October.<sup>14</sup> It is noticeable that the contractor signs "Du Breuil", although designated in the act as Joseph Villars Dubreuil. It may be that there were two storms that affected the Balize in October, 1739, and two in September, 1740, but our records are silent on the one mentioned by Gayarre.<sup>15</sup> Another dis-

<sup>12</sup> *History of Louisiana*, Vol. I, p. 103.

<sup>13</sup> *History of Louisiana*, Edition of 1882, Vol. I, p. 518.

<sup>14</sup> *Louisiana Historical Quarterly*, Vol. VII, pp. 500-501.

<sup>15</sup> In spite of this opinion of the late Mr. Dart, Mrs. Surrey, in her *Commerce of Louisiana Under the French Regime*, p. 196, has the following to say in support of Gayarre's view: "From September 11 to 18, 1740, Louisiana was again swept by storms that destroyed crops and property to the amount of 20,000 livres." This passage seems to indicate that Mrs. Surrey found documentary evidence to the effect that there was one storm in 1739 and another in 1740, though she does not specifically mention the one of 1739.—Editor La. Hist. Quart.



cordant note in research work of this character is found in the contracts made in 1736 between Salmon and Louis Joseph Dubreuil for stores, tools, wood, and other material for the impending Chickasaw War. These contracts with unfamiliar names are followed by the designation "Contractor of the King's Buildings in New Orleans," and the latter uses the familiar signature "DuBreuil."<sup>16</sup> The things to be furnished are clearly in the line of Dubreuil's work, and we think the additional names inserted by the scribe in the contract were embellishments; but why should DuBreuil have allowed them to remain?

I find from Surrey's *Commerce of Louisiana During the French Regime*,<sup>17</sup> that Dubreuil, in his position of Contractor of Public Works, was able to obtain cargo from France either free of freight or in any event to receive as much as 100 tons at a time, out of the limited transportation facilities of that early day. I find also that he shipped to France, in the same manner, cypress, indigo, and other things, at a time when other freight of other people in the colony could not be taken on account of the limited facilities.<sup>18</sup> I am inclined to think that Dubreuil was located in Mobile down to or about the time that Bienville removed the headquarters of the colony to New Orleans. This confirms my previous impression that he must have been on good terms with Bienville and through him obtained the concession at Chapitoulas, which is mentioned in the Ceard case.

The most important thing that I have discovered in Surrey's excellent volume is an explanation of Dubreuil's activity in the slave trade.<sup>19</sup> It appears that shortly before the surrender of the charter of the Company of the Indies, a shortage of slaves had developed, and after the surrender the colonists were very anxious to open a trade with the coast of Africa to bring negroes into Louisiana. Any number of propositions were suggested by the local authorities, including one made in the year 1738 by the Governor (Bienville) and the Ordonnateur (Salmon), who proposed to form a company to permit them jointly to exercise an exclusive trade in slaves between the Guinea Coast and Louisiana; but the Crown in France took no action on the matter. In the same year, the Ordonnateur informed the Crown that the planters were very much troubled

<sup>16</sup> *Louisiana Historical Quarterly*, Vol. VIII, pp. 276-277.

<sup>17</sup> N. M. Miller Surrey, *The Commerce of Louisiana Under the French Regime, 1699-1763*, p. 200.

<sup>18</sup> *Ibid.*, pp. 203-204.

<sup>19</sup> *Ibid.*, pp. 241-242.



because their negroes were all old, due to the fact that for twelve years there had been no importations from Africa, and that of the 4,000 blacks then in the province, two-thirds were native born. A suggestion was made that French merchants were ready to open such a trade, provided the Royal Government gave the opportunity with proper recompense for their labor. This plan fell through.

In 1742, d'Alcour and Dubreuil worked out a plan with the full approval and cooperation of Bienville and Salmon, and d'Alcour made a journey to France to bring the project to a successful termination. This plan succeeded. The arrangement was for a payment to the Company of the Indies, which still had a monopoly on the slave trade, and a first payment of 30,000 livres was due in July, 1743, based on freight to be shipped to France on the royal boats, represented by bills of exchange. In July of the next year, 30,000 pounds of tobacco and 400 barrels of tar were placed on a vessel and sent to France to meet the obligation, and on the same boat 40,000 pounds of tobacco, 400 barrels of tar, and some indigo were shipped to meet the second 30,000-livres installment.

In August, 1743, d'Alcour with his vessel reached Louisiana with 190 full-grown negroes on board, being all that was left of 250 taken in Africa. The venture was profitable, and the Crown was petitioned to allow a second cargo, but no action was taken on it. Apparently this was the last cargo of negroes sent to the colony during the French Regime, though there was some slight increase of blacks brought in more or less surreptitiously from Martinique and St. Domingo.

In 1756, an old complaint against Dubreuil was taken up for adjustment. It appeared that in 1739 he had bought negroes, agreeing to pay 30,000 livres for them, in three equal annual installments. In 1742, only 16,000 livres had been paid, and the case was taken to the Superior Council for settlement. An order was issued for the seizure of Dubreuil's property for an amount sufficient to pay the debt, but for some reason the order was not executed. The Count de Maurepas was very active in trying to get this matter adjusted, and evidently this was in the nature of an appeal from the action of the Superior Council, and it is probably the matter, which I shall later mention, where Dubreuil excused himself from attendance on the Privy Council in Paris on account of his advanced age.<sup>20</sup>

<sup>20</sup> See *Louisiana Historical Quarterly*, Vol. XVIII, p. 187.



This, I think, throws light on the letter sent to Maurepas by Dubreuil, dated September 30, 1752,<sup>21</sup> in which he says that he will not fail to execute the order from France, and that he has closed his transaction with Lambert by showing an indebtedness of 19,000 livres, of which he is going to pay 12,000 in a "lettre de change." He also says that in a little while he will pay Madame Bizoton 4,000 livres, permitting himself thus to acquit the honor of that debt to a certain degree. In this letter he also recites his previous career in Louisiana.

As a part of his operations as contractor for public works and fortifications in Louisiana, Dubreuil contracted in 1736 with Raguet, inspector and administrator of the new charity hospital to be erected with the money of Jean Louis, a seaman who gave the first money for the establishment of a hospital for the poor and sick, to acquire the real property necessary for the hospital and to do the necessary work to turn the buildings into serviceable condition. On May 10, 1736, Dubreuil transferred to Raguet, in his capacity as testamentary executor of Jean Louis, the real property in question, with the description that it was situated in this city, New Orleans, measuring twenty fathoms front by forty in depth, which reduced to modern calculations, means that the ground was 120 feet front by 240 in depth, on which there was a house of about 50 feet in length by 22 in width, built on the ground, of timber and surrounded by planks, etc. No other description of the property is given, but it is recited that Dubreuil purchased the same from the Ste. Reine Concession at a judicial sale on the 22nd of October last (1735) for 1250 livres, with costs of court therein included, which he paid cash at the time to Sr. Raguet, attorney for the Widow Kolly, proprietress of the Concession.<sup>22</sup>

Dubreuil seems to have continued his operations as a building contractor until the end of his life. We have the estimate of the cost of a house for Mr. Dupont, made on September 10, 1746,<sup>23</sup> for which Dubreuil was the Contractor. We also conclude, from the large amount of building materials in Dubreuil's possession at his death, that he was still engaging in that business when death overtook him.<sup>23½</sup>

<sup>21</sup> *Archives des Colonies*, C 13 A, 36:325-326. Printed hereafter in this article as document No. IV.—Editor La. Hist. Quart.

<sup>22</sup> See *Louisiana Historical Quarterly*, Vol. IV, pp. 361-365. Specifications of the work to be done by Dubreuil on this building are printed hereafter in this article, as document No. I.—Editor La. Hist. Quart.

<sup>23</sup> See *Louisiana Historical Quarterly*, Vol. XVII, p. 189. This same document is printed in full hereafter in this article, as No. II.—Editor La. Hist. Quart.

<sup>23½</sup> See document No. VI, printed in this article.



The foregoing account of the operations of Dubreuil in Louisiana would seem to lend support to the statement given by Gayarre,<sup>24</sup> wherein he quotes from a census of 1744, that,

"There are twenty-five inhabitants whose property may be worth from one hundred thousand to three hundred thousand livres. . . . The most considerable of them is Mr. Dubreuil who owns five hundred negroes, several plantations, brick kilns, and silk manufactories."

Speaking of the situation in Louisiana, in 1757, the year in which Dubreuil died, Gayarre<sup>25</sup> calls him "one of the richest men of the Colony." It is rather strange that he should have been unable to discharge himself of the debt incurred through his slave ventures many years earlier, unless the failure to settle the claim against him was due to a disagreement over the debt, rather than because of Dubreuil's inability to pay. It is certain from the inventory of his estate at the date of his death, that he was amply able to pay all his obligations.<sup>26</sup>

In addition to his work as a government contractor for drainage and fortifications in the colony, and his public and private operations as a building contractor, Dubreuil was one of the leading planters of the colony. In his letter to Maurepas, dated September 10, 1752,<sup>27</sup> Dubreuil says: "I am the first who has made indigo which succeeds perfectly well and is very beautiful," but he states that the Company has not noticed that this commodity does better higher up the river and has limited the colonies to tobacco, which grows poorly on this ground. He also states that indigo, cotton, candle-wax, and other good crops can be raised here, that he has proved this as to the wax, and that all the other colonists will admit that his production is finer than that of any of the others. He speaks also of trying to establish sugar houses, and argues that this culture should be permitted, as it would by no means injure the commerce of the Islands. He says that by covering the rows after cutting, four inches from the ground, the roots are not affected by the cold, and in the Spring, beginning in February, the crop begins to grow again. This would indicate that the Company of the Indies, and also the authorities in France, had limited the cultivation on the lower reach of the river, and

<sup>24</sup> *History of Louisiana*, Edition of 1882, Vol. II, p. 28.

<sup>25</sup> *History of Louisiana*, Vol. II, p. 86. Edition of 1882.

<sup>26</sup> See Succession Sale of Dubreuil's Estate, printed hereafter in this article, as document No. VI.—Editor La. Hist. Quart.

<sup>27</sup> See document No. IV, hereafter printed in this article.



that they were also opposed to the cultivation of sugar. This throws a new light on the production of sugar in Louisiana. From documents in the Archives of Louisiana, it appears that Dubreuil was among the first to introduce the culture of tobacco, cotton, indigo and sugar-cane in Louisiana.

De Villiers says:<sup>28</sup> "The Jesuits had introduced sugar cane in Louisiana in 1742. A planter named Dubreuil multiplied its culture, which was continued after his death by M. de Mazan."

Dubreuil may therefore be credited with being the first sugar planter after the Jesuits. De Mazan figures as the purchaser of Dubreuil's sugar plant at the sale of his effects, after his death in 1757. Dubreuil's sugar mill was on what is now Esplanade Avenue, in New Orleans.<sup>29</sup>

In the same note, de Villiers says that the crop of 1760 was excellent, and that this led many proprietors to go into this business (a s'adonner a cette culture), notably M. de la Chaise, who two years later obtained in 1764<sup>30</sup> the results of which Dabbadie spoke, and which so impressed him that he wrote to the Minister to request him to send to Louisiana "six or eight sugar mills to encourage the planters."

The year 1742, given by Villiers as the date when the sugar cane was first introduced into Louisiana by the Jesuits, sets back by several years the date usually given by other historians of Louisiana for the introduction of this culture by the Jesuits. Of the introduction of sugar cane into Louisiana, Martin says:<sup>31</sup>

"Two hundred recruits arrived from France on the seventeenth of April (1751), for the completion of the quota of troops allotted to the province. The king's ships, in which they were embarked, touched at the cape, in the island of Hispaniola, where, with a view of trying with what success the sugar cane could be cultivated on the banks of the Mississippi, the Jesuits of that Island were permitted to ship to their brethren in Louisiana a quantity of it. A number of negroes acquainted with the culture and manufacture of sugar,

<sup>28</sup> Marc de Villiers du Terrage, *Les Derniers Annees de la Louisiane Francaise*, p. 198.

<sup>29</sup> J. A. Robertson, *Louisiana Under the Rule of Spain, France, and the United States, 1765-1807*, Vol. I, p. 152.

<sup>30</sup> La Chaise had begun to grind on November 5, 1764. The cane was very green, but produced sirop of such quality as to induce the hope of making sugar when the cane had duly ripened. After grinding for four days, La Chaise suspended operations for two weeks. On November 19th, Dabbadie notes that La Chaise was getting sugar of a "most beautiful grain", and he spent four days, November 22-24, visiting the plantations of de Mazan and others. He found the mill of the former badly installed. See *Dabbadie's Diary*, quoted in De Villiers du Terrage, *Les Derniers Annees de la Louisiane Francaise*, p. 198.

<sup>31</sup> *History of Louisiana*, Edition of 1827, Vol. I, p. 320.



came in the fleet. The canes were planted on the lands of the fathers immediately above the city, in the lower part of the spot now known as the suburb St. Mary. . . ."

Speaking of the Louisiana sugar culture in the year 1758, Martin<sup>32</sup> says:

"Although the essay which the Jesuits had made in 1751, to naturalize the sugar cane in Louisiana, had been successful, the culture of it, on a large scale, was not attempted till this year, when Dubreuil erected a mill for the manufacture of sugar on his plantation, immediately adjoining the lower part of New Orleans—the spot now covered by the suburb Marigny."

The same historian,<sup>33</sup> under date of 1765, further says:

"Destrehan, the King's treasurer, and a number of other planters, had been induced by the success of Dubreuil, in manufacturing sugar, to erect mills; most of these establishments were below New Orleans and on the same side of the river. Hitherto, the sugar made in Louisiana had been all consumed in the province. This year, a ship was laden for France with this article. It had been so inartificially manufactured, that it leaked out of the hogsheads, and the ship was so lightened by this accident, that she was very near upsetting."

Again, under date of 1769, Martin continues as follows:<sup>34</sup>

"The indigo of Louisiana was greatly inferior to that of Hispaniola; the planters being quite unskillful and inattentive in the manufacture of it; that of sugar had been abandoned, but some planters near New Orleans continued to raise a few canes for the market."

These few passages, scattered at random in Martin's rather unmethodical work, contain all that he has to say of the introduction and early history of the sugar culture in Louisiana. He gives no references to the sources from which his information was drawn.

Gayarre, who wrote many years later than Martin, has the following on the early history of the sugar culture in Louisiana:<sup>35</sup>

"It was in this year, 1751, that two ships, which were transporting two hundred regulars to Louisiana, stopped at Hispaniola. The Jesuits of that island ob-

<sup>32</sup> *Ibid.*, Vol. I, p. 333.

<sup>33</sup> *Ibid.*, Vol. I, p. 351.

<sup>34</sup> *Ibid.*, Vol. I, p. 363.

<sup>35</sup> *History of Louisiana*, Edition of 1882, Vol. II, pp. 62-63.



tained permission to put on board of those ships, and to send to the Jesuits of Louisiana, some sugar canes, and some negroes who were used to the cultivation of this plant. The canes were put under ground, according to the directions given, on the plantation of the reverend fathers, which was immediately above Canal street, on a portion of the space now occupied by the Second Municipality of the city of New Orleans. But it seems that the experiment proved abortive, and it was only in 1795 that the cultivation of the cane, and the manufacturing of sugar, was successfully introduced in Louisiana, and demonstrated to be practicable. It was then that this precious reed was really naturalized in the colony, and began to be a source of evergrowing wealth."

Writing of the conditions in Louisiana in the year 1759, Gayarre further says:<sup>36</sup>

"... The colonists, however, were striving to increase their resources and to ameliorate their condition, by engaging with more perseverance, zeal and skill in agricultural pursuits. Dubreuil, one of the richest men of the colony, whose means enabled him to make experiments, and who owned that tract of land where now is Esplanade street, and part of the Third Municipality of New Orleans, seeing that the canes introduced by the Jesuits in 1751 had grown to maturity, and had ever since been cultivated with success, as an article of luxury, which was retailed in the New Orleans market, built a sugar mill and attempted to make sugar. But the attempt proved to be a complete failure."

Fortier, who wrote at the beginning of the present century, has the following paragraph on the introduction of the sugar cane into Louisiana, and the early history of its culture in the State:<sup>37</sup>

"In 1751, during Vaudreuil's administration, the sugar-cane was introduced in Louisiana. A vessel carrying soldiers to the colony stopped at Hispaniola, and the Jesuits on that island asked to be allowed to send to the Jesuits in Louisiana a quantity of cane, to see whether it could be cultivated on the banks of the Mississippi. The Jesuit Fathers planted the cane on their plantation, which was then just above the city, and to their spirit of enterprise and their enlightened policy we owe one of the greatest benefits ever rendered Louisiana, the introduction of the sugar-cane. Joseph Dubreuil, in

<sup>36</sup> *Ibid.*, Vol. II, p. 86.

<sup>37</sup> *History of Louisiana*, (1908), Vol. I, p. 133.



1758, established a large sugar plantation, and he erected the first sugar-mill in Louisiana. Others followed his example, but the sugar was of inferior quality, for want of a knowledge of the granulating process. Destrehan, Dubreuil, and others, before 1765, had made sugar that answered the purposes of home consumption, but in that year a ship-load was sent to France. The granulating process had been so imperfect that half of the sugar escaped from the casks before the vessel reached port."

Application of elementary historical criticism to these accounts, by Martin, Gayarre, and Fortier, of the introduction and early history of sugar culture in Louisiana, proves that Martin's account has been followed, with minor variations, by the two later historians of Louisiana. Of the three, Gayarre is more inclined to minimize the importance of the sugar culture before 1795, so as to give greater credit to his grandfather, Etienne de Bore, who successfully manufactured sugar on a large scale in that year. They all three agree in giving credit for first establishing sugar culture in Louisiana, after the Jesuits, to Dubreuil, and that is the important point in connection with this article. The date at which this was accomplished is not so important, though all three of the above historians are certainly incorrect in stating that 1758 was the year in which Dubreuil erected the first sugar mill, this being the year following his death.<sup>38</sup> It may be true that the Jesuits first introduced the sugar cane in 1751, and that de Villiers is incorrect as to the date of that event. If so, the experiments of Dubreuil must have followed immediately, for in his letter of September 30, 1752,<sup>39</sup> he says: "I am working now . . . in an effort to establish the sugar industry in this country. . . ." He must have continued his experiments to a successful conclusion, though the date at which he established the first sugar-mill in Louisiana, as given by our historians, is erroneous.

That Dubreuil was one of the most outstanding citizens of French Louisiana cannot be disputed. The information which we have on his career proves conclusively that he was one of the foremost contractors for public works and private improvements, that he was one of the outstanding pioneers in all kinds of agricultural and industrial experiments and advancements, and that he died one of the wealthiest citizens of the colony. That his

<sup>38</sup> These are the views of the Editor of *La. Hist. Quart.*

<sup>39</sup> See document No. IV, printed hereafter in this article.



relatives and descendants were reduced to poverty<sup>40</sup> after his death was the result of economic conditions which arose from the transfer of the colony from France to Spain, and were in no way the result of Dubreuil's activities in Louisiana.

The following documents are annexed to this article for their value in throwing light on the operations of Dubreuil in Louisiana, as well as for their great value in throwing new light on several phases of early Louisiana history.<sup>41</sup>

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I.

DUBREUIL'S CONTRACT FOR FIRST CHARITY HOSPITAL.

This document, which illustrates the work of Dubreuil as a building contractor in Louisiana, is valuable to us chiefly for the statement of the appraisement of the necessary work to be done on the hospital, and these specifications we preserve here as a part of the history of the first charity hospital. The document may be found elsewhere in *Louisiana Historical Quarterly*, Vol. IV, pp. 361-365.

Statement of appraisement of the necessary work to be done on the Charity Hospital of this City, agreed on with M. Dubreuil, contractor for His Majesty's work, according to price and agreement with M. Raguet, inspector and administrator of the said hospital.

Firstly, for rafters of new wood throughout the building, length and width;

To change thirty posts to new ones of cypress in good condition; 300L.

To make foundations of bricks, two and a half feet in height by two feet in breadth, length and width; at 300L. for pavement in brick squares and to repair chimneys, at 50L.

For roof of new shingles, work, furnishings, nails and lathes, at 300L.

For the same repairs to be made to the kitchen with a new chimney and oven, the whole in good condition; at 300L.

To fence in the lot with new stakes, ten feet high, when set and lathes in place, furnishing the necessary nails for the lathes; at 250L.

For furnishing the nails to be used for the fence and to repair the main house, the kitchen and its roof, one hundred livres; 100L.

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<sup>40</sup> See document No. V, printed hereafter in this article.

<sup>41</sup> The late Henry P. Dart was at work on this article at the time of his death. He left it quite incomplete, and it has been prepared for the press by his two daughters, Mrs. Edith Dart Price and Miss Sally Dart, and by the present editor of the *Quarterly*, who have done their best to carry to completion Mr. Dart's unfinished project.



For all the joiner's work, viz.: repairing the doors and shutters, making six new doors, with two sides, including those of the garden, of the yard and the stairway with planks and nails therefor; at 1700L.

Further, for locks for said doors and two iron supports to the yard and garden doors, three locks and three latches; at 120L.

Further, for repairing the chicken house and to partly cover it with bark and to surround it with planks, and all necessary furnishings; at 100L.

To mend and clear the garden, to dig it up and to plant vegetables, and level the yard; at 80L.

Further, to make a brick way the whole length of the lot, five feet in width and to make the drainage around the lot; at 60L.

Total, two thousand one hundred and eighty livres (2,180L).

Done and agreed at New Orleans on the fifth day of May, one thousand seven hundred and thirty-six.

(Original signed) Dubreuil and Raguet.

## II.

### ESTIMATE OF THE COST OF AN EIGHTEENTH CENTURY HOUSE IN NEW ORLEANS.

This document shows Joseph Villars DuBreuil as the contractor obligating himself to furnish for a certain sum of money the material and labor specified. It is executed in duplicate and is signed by DuBreuil and Lekintrek. It is interesting not only because it shows that DuBreuil was actually a contractor at the time, but also because it gives the architects of today an idea of the construction of buildings of that day.

The document is from the Louisiana Archives, and was translated by G. Lugano.

1746  
September — 10  
4-pp. (unnumbered)

ESTATE of cost for the House of Monsieur Dupont. The main masonry work of the house comprises two chimneys in the gable (pignon) on the side of the city Ramparts, the whole work		Ts	Ps. (pieds)
amounting to 13½			
cubic toises and 6 cubic feet:		13½	— 6
1 toise: 6:39459, feet.			
The masonry work of the (perron) steps in front of the house amount to 3½			
cubic toises and 4 cubic feet:		3½	— 4
Total 17 c. toises and 10 c. feet.....		17	— 10



Which at the rate of 180 livres per cubic toise—the bricks, lime, sand, hauling and labor being furnished by the contractor—amount to the sum of 3068 livres and 10 sols:

3068 — 10

No specification given.

Plus: 30 square toises of masonry, 8 inches thick, at the rate of 27 livres and 10 sols per square toise:

825 — —

Plus the labor for the ceiling and floor of the house, and the 4 cabinets under the gallery, and labor for work around the galleries, and also for the doors and window-shutters, with the exclusion of nails which shall be furnished by Mr. Dupont:

300 — —

Boards and planks furnished, besides those that are already there and in condition of being used:

275 — —

Carpenters Work:

The contractor shall furnish 34 pieces of carpenter's work, 10 feet long, making a total of 340 feet, at 6 sols per foot, for timber, labor and hauling:

102 — —

Iron Work: Hardware:

48 hinges to be furnished by the contractor for the four doors and the eight windows, all of them of large size and weighing nine pounds each:

300 — —

Plus: an iron bar with its "S" for the double chimney:

50 — —

Plus: the girdles for the two chimneys with their bolts:

120 — —

To Be Furnished By the Contractor:

16 double knobs for the doors (external and internal doors):

60 — —

Plus: 8 locks for the windows, some 12, and some 14 inches long:

12 — —

Monsieur Dupont Le Kintrek shall furnish all the small joists, the large joists, and the lumber for the window-frames, and other necessary things; and he shall pay only for the carpenter's work in the amount of:

387 — 10

Total ..... 5500 — livres.



Monsieur Dupont says that he has all the hardware required for the said building, with the exception of what is ordered, which is hereinabove mentioned; he shall have all broken pieces repaired; and he shall furnish all nails required by the locksmith, the joiner and the carpenter; as the contractor does not assume any obligation to furnish nails.

As the flight of steps in front of the house will be demolished, most of the bricks can be used, and it is estimated that there will be 30 thousand, for which the contractor shall account to Sieur Dupont, either on the sum above given, or on what might be due by Sr. Dupont for the work specified in the above statement.

The undersigned, Joseph Villars Du Breuil, and Le Kintrek Dupont have agreed on the following, namely: Du Breuil has obligated himself to build for Dupont all that is mentioned in the above specification and does not assume any other obligation except what is hereinabove set forth; and Dupont has obligated himself to pay to Du Breuil the sum of five thousand five hundred livres, currency of to-day, for the material and labor above specified. Of said sum, Dupont has already paid, on account, one thousand livres, for which Du Breuil granted expressed receipt; and fifteen hundred livres were paid this very day, for which sum Du Breuil shall give a receipt; and the remaining three thousand livres—in full settlement—shall be paid by Dupont to Du Breuil within the month of January of the year 1748: all this was agreed upon in order that it might be executed by the two parties, each one for his part; it being the intention of both parties that the present agreement shall be given the same force as though it had been passed before a Notary Public.

Executed in duplicate at New Orleans, September 10, 1746.

(Signed): Du Breuil

(Signed): Lekintrek

The foregoing will also serve as a receipt for the sum of fifteen hundred livres, hereinabove mentioned.

(Signed): Du Breuil.

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### III.

#### DUBREUIL'S WORK AS A CANAL BUILDER.

The following document is interesting as showing the work of Dubreuil as a canal constructor, besides giving some slight information on some of his other operations in Louisiana. It was given to the late Henry P. Dart by the Rev. J. Delanglez. It is from the Paris National Archives, Colonies, and was translated by G. Lugano.



Paris: Arch. Nat.,  
Colonies  
C 13 A, 26:17-18  
//fo.17//

La Louisiane

Mr. de Bienville et Salmon

April 29, 1741.

Monseigneur:

In the procès-verbal hereto annexed concerning the inspection of the Barataria forest, and in the Memoir presented to us by Sieur Dubreuil, are set forth all the elucidations and explanations requested by Your Highness in reference both to the Canal that he (Sr. Dubreuil) built one league from here, and to his Construction project.

//fo.17v//

We can add thereto that by improving and perfecting the said Canal, from which he already has derived great advantages, he will be able, we believe, to carry out his project by means of the help he will receive from France. He can employ more than 150 negroes together with the skilled workers he will call for; and with such adequate labor one can expect that an enterprise of so great usefulness to the Colony will be carried out to success. In order to start the work he requests that an expert constructor and two wood cutters be sent him by next year, and he will accept the conditions that Mr. de Riccouart might fix for their maintenance and salary in this country. He also asks for from 7 to 8000 pounds of coal and other effects set forth in the hereto annexed statement, the whole to be shipped by the next vessel, and to be paid for out of the proceeds of sale of his residence, which funds he will not touch here.

//fo.18//

We hope that it will please Monseigneur to order the shipment of the foregoing to be made in the event that, after considering the aforesaid procès-verbal and the Memoir of Sr. Dubreuil, Monseigneur will decide to favor this builder.

We are with a most profound respect  
Monseigneur

Your very humble and very  
Obedient servants

(signed): Bienville

(signed): Salmon

New Orleans  
April 29, 1741.

On the Cover:

La Louisiane.

Messrs. de Bienville et Salmon  
April 29, 1741



IV.

DUBREUIL'S ACCOUNT OF HIS AGRICULTURAL ACTIVITIES IN  
LOUISIANA, AND HIS OBSERVATIONS ON THE COMMERCE OF  
THE COLONY AND ITS POSSIBILITIES.

The following documents are important as giving Dubreuil's own account of his agricultural activities and experiments in Louisiana, and for his views on the commercial possibilities of the colony. They were given to the late Henry P. Dart by the Rev. J. Delanglez. They are from the Paris National Archives, Colonies, and were translated by G. Lugano.

Archives des  
Colonies.  
C 13 A, 36:325-326v.

September 30, 1752

Mr. de Villars du Breuil  
Monsieur (My Lord);

I shall never fail to carry out the orders and instructions that it will please Your Highness to honor me with.

I immediately accepted the compromise that Mr. Lambert made, and I have signed it with closed eyes, and entered the total amount at the bottom of the transaction. On the basis of this compromise, I am indebted to him in the sum of 19000 livres, on account of which I have just paid him 12000 livres by means of a draft. I shall settle the remainder of the account in a short time, as well as the account with Madame Bizoton, to whom I am remitting a draft for 4000 livres. I am doing my utmost to fulfill my obligations with honor.

As Your Highness protects the colony and regards with favor those who earnestly work for its advancement I dare to flatter myself in counting on Your Highness' support. I have never withheld my wealth where it could be turned to the advantage of France; and, had I worked only for myself, my affairs would be in better shape.

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I was the first to cultivate and produce Indigo, which thrives here very well and is of high quality; but the Company in the beginning did not give consideration to the fact that the River, by its course running from North to South, provides a proper climate for each crop; and that Tobacco turns out a better and more certain crop 40 or 50 leagues from here; yet the Company prohibited the raising of Indigo on the lower part of the River in order to raise only Tobacco, which turned out badly, as these lands are best suited for Indigo, Cotton, Wax and other good crops, from the point of view of profit.

I also succeeded in extracting the best wax, which is almost white, while my neighbors' wax is green. I have the honor to send herewith a sample of it to Your Highness, and also some



wax-candles manufactured by me out of the material that I just obtain from the still, and some candles made with wax whitened by me in eight days, which is very good for our use, and for use on the Islands, and by the Spaniards, from whom there is a good demand. I know that in France the industry turns out a much better wax-candle, but it is not expedient for the inhabitants here to do the work that is done in France; it is their business to furnish the French industry with good raw material and to let the French manufacturer make his profit.

I am working now, Monseigneur, in an effort to establish the sugar industry in this country, as sugar-cane can successfully be

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grown below here and as far as 12 leagues up the River. I sincerely believe that this culture will not do any injury to the Islands, because from what I see we can make sugar only during two months; but as cattle are plentiful and cheap we can increase the number of mills. The sugar industry is still a good branch of trade. I have proof that sugar-cane does not freeze in the ground during the winter if we cover the stalks that had been cut four inches from the ground; in the spring, at the beginning of February, the cane sprouts, and is ready to be cut in October. I hope, Monsieigneur, that Your Highness will not disapprove of this culture, while I personally am actually undergoing all the necessary expense to establish same, since I am certain that the stalks of the cane will not die in winter if they are properly covered. Last winter was almost as severe as the winters in France and it lasted very long. Nearly all the trees were killed, as well as all garden vegetables in general, to an extent which I had never seen before; yet the sugar-cane was

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not frozen, and it is actually much better than that which is grown on the Islands. I expect to make a few experiments with sugar-cane by covering it up in the ground; these experiments need be conducted only on a small scale in order to increase the supply of cane.

I have the honor to be with most profound respect  
Monseigneur,

Of Your Highness

Your very humble and very obedient servant

(ALS.)

De Villars DuBreuil

New Orleans  
September 30, 1752.

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May I be permitted to address to Your Highness a brief on the subject of the trade between Louisiana and France, which is important to us. I have set up a mill for ginning cotton, and it is the best that has been made so far; it operates very well and I have the honor to send You some cotton ginned by it; my gin, however, can clean only about 5 pounds of cotton per day. It is to be hoped that, upon your instruction, the Academy might be able to find a better way



of doing such work so as to make it speedier, as the cotton produced here is very good but it adheres very tenaciously to the seed.

Annexed to the letter of Mr. de Villars Du Breuil of September 30, 1752.

Archives des  
Colonies  
C 13 A, 36:327-328v.  
Commerce of  
Louisiana

IMPORTANT OBSERVATIONS on the commerce of Louisiana with France which Sr. Du Breuil takes the liberty to present to His Highness.

Brigantines and vessels in certain number come to Louisiana from the Islands of Saint Domingo and La Martinique and carry merchandise purchased at low prices from the French vessels, and pay for said merchandise by means of drafts drawn there and payable in France; and, upon their arrival here they sell to us at prices at least 150 per cent higher than cost; this is not a profit for the colony, whereas if the French vessels should come here directly, they would find their profit here and would promote the welfare of the Colony.

These little merchants pretend that their trade is valuable to the colony because they carry back a certain quantity of lumber for carpentry work and some boards and planks. This is true to a certain extent, but their small vessels can only carry lumber for an amount of from 3 to 4000 livres in value, whereas they import, at each voyage, merchandise in the amount of from 40 to 50 thousand livres on the same vessels which carry the lumber. And the surplus of their sale they take

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with them in the form of drafts payable in France, which they negotiate afterwards in their country with French vessels so as to raise cash in order to take on a new cargo, which they purchase at a low price; consequently this gives very little trade to Louisiana, and it is an important business for them. It is not they who would export from this colony the Tobacco, Cotton, Indigo, Wax and Sugar should there be a supply on hand; these products of Louisiana can be exported only by French vessels which would come directly here, when they knew that the said products will be more abundant than they are at present, since up to this time we did not have sufficient labor to increase production; and especially when they knew that sugar also can be produced here.

These little merchants of the Islands under the pretext of protecting their commerce, pretend that they are going to obtain the permission to prevent the culture of sugar in Louisiana: their attitude implies an admission on their part that sugar can be cultivated here; to forbid this culture would be to discourage the inhabitants and would be highly detrimental to the colony and to the trade of France.

And here is the reason.

A vessel coming from France straight to Louisiana with a cargo amounting in value to one hundred thousand livres, and being sure of finding here a return cargo of Indigo, Cotton, Wax, Hides, Tobacco and

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Sugar would come here without any uncertainty. To bring about such a condition it is necessary that the lower part of the River be settled; with sufficient labor we would soon be ready to raise the said fine crops, and Tobacco could be cultivated 40 or 50 leagues above New Orleans, where it thrives better and with more certainty, as the climate there is more suitable. In those sections a large quantity of it is already produced, and production will increase in proportion to the labor that the settlers might be able to obtain. But there is an observation to make on the subject of Tobacco, namely, Tobacco takes up a great deal of space in a vessel, and if it were the only product of the country, it could not be moved for lack of transportation, an experience that confronted us formerly, when a vessel, having arrived from France with a cargo valued at 100 thousand Livres, was only able to take aboard Tobacco in the amount of about 20 thousand Livres in value; and, as this was the only cargo she could take on her return trip, the vessel was unable to purchase additional cargo with her funds, and as a result her return trip to France was very costly. This experience discouraged other vessels from coming here to get that kind of merchandise; but, since at the present time the colony can guaranty profitable

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return trips, our vessels could be compelled to take, on their way back to France, two-thirds of the freight in Tobacco and the remainder in fine merchandise such as Indigo, Cotton, Sugar, Wax and Hides, and this would make it possible for them to use all their funds. As a result Tobacco will find its outlet and moreover sugar, that will be produced in the lower section of Louisiana, will never cause any injury to the trade of the Islands. It will be only one branch of trade, since it can be produced during two months only.

This will not obstruct the lumber trade of the Islands, as there will be carried on much more trade than ordinarily. If the vessels that sail from France to the Islands should adopt the system of disposing of their freight at 8 months' credit and until their return, instead of selling for cash, they could come to Louisiana with a small cargo and purchase here only the lumber that can be taken to the ports of the Islands. This would tend to keep their crews intact, and would avoid the high mortality that prevails on the Islands; they would be able to refresh their crews with the good food of Louisiana, they would be able to discharge the expenses of the voyage, and would return in time to collect the amount due on the sales made at the Islands.

(\*) "la plus belle  
colonnie du Roy"

Louisiana only needs more colored labor, settlers and troops to become the finest colony of the King (\*). The main body of the inhabitants should be established in the lower section of the colony to raise the finer crops, and the others in the upper lands for the cultivation of Tobacco. (DNS.)



V.

MEMORIAL OF MADAME DUBREUIL TO THE FRENCH GOVERNMENT

This document, presented to the French Government in 1778 by a daughter-in-law of Dubreuil, is important as showing the poverty of the heirs and descendants of Dubreuil after his death, as well as for its recital of his services to Louisiana during his lifetime. It is from the French Colonial Archives, and was translated by G. Lugano.

<p>Archives des Colonies. C 13 A, 50:160-161. 1778</p>	<p>Memoir Madame Dubreuil is one of the victims of the financial crisis in the paper currency of Louisiana that grew out of the last war and out of the cession of this colony to the</p>	<p>Original. Spaniards. Expatriation, the utmost wretchedness, utter abandon- ment are the fruits of the long labors of her forefathers and of the deserving services rendered by them. The account of her situation will suffice to arouse the benevolence and justice of Monseigneur.</p>
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Spaniards. Expatriation, the utmost wretchedness, utter abandonment are the fruits of the long labors of her forefathers and of the deserving services rendered by them. The account of her situation will suffice to arouse the benevolence and justice of Monseigneur.

Madame Dubreuil is the daughter of Sieur de La Chaise, Director of the Compagnie des Indies, who was the first "administrator" of Louisiana, and whose wisdom and activity have consolidated the foundations of the Colony. In 1730 she married Sieur Villars Du Breuil, son of Sieur Dubreuil, who was, for over forty years, in charge of the Office of the general fortifications and works of the King. It is to this zealous, active and intelligent citizen that this province owed, to a certain extent, its existence and its progress. He has successively introduced here the cultivation of tobacco, cotton, indigo and even sugar; he was the inventor of all the machinery necessary for these different products, and his wealth has always been sacrificed to experimentation. The success of a useful invention was to him a stimulus to further researches. Happy in contributing to the progress of the country and to the welfare of his fellow-citizens, he never cared for his own advantage and profit. To instruct and give a good example were always the aim and goal of his labors. These facts and the sacrifices which flowed from them must have been attested by all the administrators who succeeded each other in the colony. In his time there were offered to him titles of

(\*) "lettres de noblesse"

nobility (\*), a kind of recompense that was superfluous in his case, since he had the honor of being a gentleman.

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Sieur Dubreuil died in 1757. It was at that time ascertained that the enterprises of which he had been in charge represented an interest of more than twenty-two millions. Although his manner of living had always been modest, his succession amounted to only four hun-



dred thousand livres, one half of which went to the husband of Madame Dubreuil, who has the honor to present this memoir. The entire amount was afterward lost as a result of the financial crisis that arose. The currency of the country consisted, in the year 1757, of notes of the Treasury which were converted every year into drafts. It was with this paper currency, which at that time was equivalent in value to the real specie (*espèces réelles*), that payment was made for the effects of Sieur Dubreuil, which were disposed of by judicial sale. The unpunctuality in the payment of these drafts, the prohibition against issuing any more of them, soon caused a discredit of the currency, and this discredit in its turn brought about the monopoly; and by this sequence of events the said four hundred thousand livres shrank to one hundred thousand in value, more than one half of which amount had to be deducted on account of certain life-annuities bequeathed by Sieur Dubreuil to some old mechanics, whom he had brought here from France to look after his workshops. The cession of the colony to the Spaniards reduced to nothing the surplus on account of the general depreciation of property, this having been the effect of the cession.

Reduced to extreme want with six children, Madame Dubreuil was able to get along only with the help of relatives, who, having limited means themselves, finally became tired of giving assistance. She was compelled at the age of 72 to seek shelter in France at the home of her brother, Sieur de la Chaise, former Captain of the *Compagnie des Indes*, who was conferred the Cross of St. Louis after 50 years of service, during which he took part in glorious battles; but it was reserved to her to experience, both in the new and old world, every cruel circumstance which fate could impose; this brother, her only natural support, died just when she arrived in France; and she found herself driven to the hard extremity of appealing to the Pastor of the parish for alms.

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Such is the position of Madame Dubreuil at the age of 72. Such is the position of her six children, whom she left in Louisiana and who went into the forest, where they share the life of savages in order to escape from the shame of their wretched state and from the harshness of people, who, in most part, owe their welfare to benefits received from the Dubreuil family.

Madame Dubreuil, under these circumstances, implores the benevolence and Justice of Monseigneur in order to obtain a pension which will make it possible for her to maintain herself and to extend some help to her children. It would be enough to arouse the tender-heartedness of Monseigneur if he knew to what condition was reduced the daughter, the sister and the daughter-in-law of three citizens commendable for their virtue and for the services which they rendered to their fatherland.



VI.

SUCCESSION SALE OF THE ESTATE OF DUBREUIL

The following document is important as showing the items in possession of one of the wealthiest inhabitants of French Louisiana, as well as for the prices at which various items sold at that date. It is from the Louisiana Archives, and was translated by G. Lugano.

1758  
October 23  
N. 7297  
88 pp: 55038-55126  
SALE and  
ADJUDICATION  
of effects of Estate  
of deceased  
Mr. JOSEPH  
VILLARS  
DUBREUIL  
on petition of:  
Mr. JOSEPH  
VILLARS  
DUBREUIL  
son of the deceased  
and of:  
Dame FELICITE  
DE LA CHAISE  
widow of Mr. Louis  
Villars Dubreuil,  
oldest son of the  
deceased.

In the year one thousand seven hundred and fifty eight and on the 23rd day of October at 8 o'clock in the morning, by virtue of the decree of the Superior Council of the Province of Louisiana in date of September 14th last, on petition of M. Joseph Villars Dubreuil, Captain of the "milice bourgeoise," living in this Colony, son and heir of the deceased M. Joseph Villars Dubreuil, during life Captain of the "milice," also an inhabitant of this colony; and also on petition of Dame Félicité de la Chaise, widow of the deceased M. Louis Villars, oldest son of M. J. Villars Dubreuil and of Dame Marie Payen, the father and mother of the petitioners, the said Dame Félicité de la Chaise acting as mother and tutrix of several minor children, issue of her marriage with the said deceased, she and the deceased having owned property and goods in community: she is assisted by M. de la Chaise her brother and her counsellor and is represented by Sr. Garic her Procureur. All said parties residing in New Orleans are stipulating in their behalf and in the behalf of their families, and in the presence of M. Jean Baptiste Raguet Councillor of the Sup. Council and acting as Procureur Général of the King, We Nicholas Chauvin de la Frènière, Councillor Assessor of said Council, Commissioner appointed on this case, have proceeded to the sale and adjudication to the highest and last bidder of the goods and effects of said succession, according to said decree, which sale has been announced and placarded in keeping with the procès-verbal of Le Normand, "huissier," and with the clauses and conditions that the purchasers should pay cash to take away the effects that will be adjudicated to them. And as there were many bidders at the house of the said Sieur Dubreuil, We have put up for sale:



Sale opens at the residence of the deceased, but the location is not given.—H. P. D.	First: six spades and six hatchets adjudicated to S. de Chavoy for fifty-five livres	55,
	Item six hatchets and six spades adjudicated to Sr. Arnold for forty-one livres	41,
	Item six spades and six hatchets adjudicated to Sr. Rousillion for seventy-one livres	71,
	Item six other spades and six hatchets adjudicated to Sr. Arnould for forty-three livres	43,
	Item six hatchets and six spades adjudicated to Sr. De Chavoy for fifty livres	50,
	Item six spades and six hatchets adjudicated to Sr. Rousillion for seventy-one livres	71,
	Item six hatchets and six spades adjudicated to Sr. Thomassin for fifty-one livres	51,
	Item six hatchets and six spades adjudicated to Sr. Arnould for fifty-one livres	51,
	Item six hatchets and six spades adjudicated to Sr. St. Eloy for thirty-one livres	31,
	Item ten spades adjudicated to Sr. Ducret called Belhamour for thirty-one livres	31,
	Item three pair of prisoners' irons adjudicated to Sr. Arnould for twenty-six livres	26,
	Item thirty-seven small prongs adjudicated to Sr. De Mazan for twenty livres	20,
	Item twelve spades adjudicated to Sr. De Mazan for twenty-nine livres	29,
	Item thirteen shovels adjudicated to Sr. Arnould for thirteen livres	13,
	Item eight shovels and two shuttle-cocks adjudicated to Sr. Bellair, Jr., for fifty livres	50,
	Item twelve spades adjudicated to Sr. de Mazan for thirty-two livres	32,
	Item twelve other spades adjudicated to Sr. de Mazan for thirty-three livres	33,
	Item twelve spades and one plane with mortar adjudicated to Sr. De Mazan for thirty livres	30,
	Item seven hatchets adjudicated to Sr. De Mazan for forty-two livres	42,
	Item six hatchets and six spades adjudicated to Sr. Thomassin for fifty livres	50,
	Item one set bell adjudicated to Sr. Dubois for one hundred and ten livres	110,
Sale adjourned at noon.	And it being that it is past noon we have adjourned, and have ordered the continuation of the present sale for this afternoon, and have signed.	
	(signed) Lenormand - Villars - Raguet - Garlic - Lafrèniere - Delachaise	



October—24.  
Sale continued  
at 8 A. M.

And on the 24th day of October of said year at eight o'clock in the morning at the request and in the presence of the above mentioned gentlemen we proceeded to the continuation of the present sale as follows:

First two chimney plates adjudicated to Sr. Durel for forty-six livres	46,
Item two other chimney plates adjudicated to Sr. Durel for forty-five livres	45,
Item two other chimney plates adjudicated to Sr. Durel for forty-six livres	46,
Item fifty-two candle moulds and stand adjudicated to Sr. Arnould for one hundred and fifty-six livres	156,
Item forty-eight candle moulds and stand adjudicated to Sr. Prévost Lagent for one hundred and fifty livres	150,
Item forty-eight candle moulds and stand adjudicated to Sr. Roussillon for one hundred and fifty-six livres	156,
Item three small Provence jars adjudicated to Sr. Dutillet for fifty-one livres	51,
Item six spades and six hatchets adjudicated to Sr. Monsanto for twenty-five livres	25,
Item three mill-saws, six spades and six hatchets adjudicated to Sr. Glapion for thirty-four livres	34,
Item six wedges and six iron bands adjudicated to Sr. Arnould for thirty-three livres	33,
Item six tripods adjudicated to Sr. Prévost for thirty-five livres	35,
Item four large locks adjudicated to Sr. Arnould for fifty-four livres	54,
Item twelve tools that are large cooper's scissors adjudicated to Sr. Prevost for forty livres	40,
Item six spades and six hatchets adjudicated to Sr. Bellair for thirty-six livres	36,
Item six spades, five hatchets and two axes and one cooper's plane adjudicated to Sr. Vollant for thirty livres	30,
Item one large brass kettle for wax melting adjudicated to Sr. Demacarty for forty livres	40,
Item thirteen spades, seven shovels, one rake and one iron plate adjudicated to Sr. La Clède for thirty-five livres	35,
Item seventeen scythes, eighteen spades and one worn shovel adjudicated to Sr. Vollant for forty livres	40,
Item twenty-three old spades, eight scythes, four iron pieces for the mill and two chisels adjudicated to Sr. Lalime for seventy livres	70,



Item eight large and small pads for the mill adjudicated to Sr. Vollant for one hundred and seventy livres 170,

Item a lot of old iron viz.: old files, old chisels, corking iron and some black stone adjudicated to Sr. Vollant for fifty livres 50,

Sale adjourned  
at noon.

And it being that it is noon the continuation of said sale has been postponed until this afternoon.

(signed) Lafreniere - Raguet - Garic - Villars

Sale resumed  
at 2 P. M.

And on the above mentioned day, month and year at 2 o'clock in the afternoon, continuing said sale at the request and in presence of the above mentioned persons, there being many bidders, we have ordered to put up for sale:

First one chandelier, two brackets, one parcel of wire and one package of sash fixtures adjudicated to Sr. De Mazan for thirty-five livres 35,

Item one thousand floor tiles adjudicated to Sr. Vollant for eleven livres 11,

Item one mule adjudicated to Sr. Bertaud for two hundred livres 200,

Item another mule adjudicated to Sr. Mazan for eighty-one livres 81,

Item another mule adjudicated to Sr. Mazan for one hundred and twenty-two livres 122,

Item another mule adjudicated to Sr. Villars for one hundred and twenty-two livres 122,

Item another mule adjudicated to Sr. Roy for forty livres 40,

Item one old horse adjudicated to Sr. St. Laurent or ten livres 10,

Item one mule adjudicated to Sr. De Mazan for one hundred and ten livres 110,

Item one hundred planks of twelve feet each adjudicated to Sr..... (blank)

Sale closed  
at 5 P. M.

And it being that it is about 5 o'clock and that there are not enough bidders, the parties made request for adjournment which We granted and decreed on said day, month and year, and have signed.

(signed) Villars - Garic - Lenormand - Raguet - Lafreniere - Delachaise.

November 6.  
Sale continued on new conditions. A decree of the Council, dated Nov. 4th, stated that sales not exceeding three hundred livres

And on the 6th day of November of said year continuing said sale by virtue of the decree of the Council on date of the 4th instant, in compliance with the conclusions of the Procureur General of the King and with the consent of the Creditors that the



must be paid cash; and that those exceeding such amount could be paid one half within six months and the other half within one year, provided that the purchasers furnish adequate security.

above said sale should be continued under the condition that the purchasers should pay one half of the amount due within six months and the other half six months later, provided they furnish good and sufficient security, that however the articles which will be sold for three hundred livres or less shall be paid cash the whole being in charge of the greffier; and also in virtue of the

decree of October 14th last executed according to form and tenor, the said Succession having been condemned to pay the costs, consequently We, Nicholas Chauvin Lafreniere, Councillor Assesseur,

Sale resumed at the office of the Clerk of the Council.—H. P. D.

Commissioner appointed on this case, went to the Registry of said Council accompanied by the Procureur Général of the King, for the purpose of proceeding to the continuation of the above said sale, being with the Greffier and the Huissier Auctioneer, and there being numerous bidders, owing to the procès-verbal of the publications and posting-bills made accordingly by Le Normand Huissier, which sale had been advertised by the beating of the drum to-day in every part of the city, we have again announced with loud and intelligible voice the conditions above specified, after which We have proceeded to said sale as follows:

First have been put up for sale three passe-partouts (small saws\*) adjudicated to Sr. Derneville for thirty-three livres

\*The name "passe-partout" is still applied in parts of Louisiana to what are known as cross-cut saws.—H. P. D.

Item three long saw blades adjudicated to Sr. Marin for thirty five livres

33,

35,

Item two long saws and one small saw adjudicated to Sr. Mazan for twenty-six livres

26,

Item two mill saws and one long saw adjudicated to Sr. Bauré, Sr., for twenty-one livres

21,

Item two mill saws and one long saw adjudicated to Sr. Bau Regard for thirty-five livres

35,

Item two long saws adjudicated to Sr. Prevost, Agent, for twenty-four livres

24,

Item one beaked anvil adjudicated to Sr. Duplanty for four hundred and fifty-five livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sieur..... (blank) and have signed (signed) F. Henry

455,

Item one other anvil to Sr. St. Eloy for five hundred and twenty livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr. .... (blank) and have signed, (signed: signature eaten up by ink)

520,



Item one negro named Jean Louis adjudicated to Sr. Bauré, Sr., for two thousand six hundred and eighty livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr..... (blank) and have signed. (signed) Bauré 2680,

Item one old negress named Marie Jeanne adjudicated to Sr. Caminada for four hundred and sixty-five livres which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr..... (blank) and have signed. (signed) Caminada 465,

Item one young negress named Jacqueline adjudicated to Sr. Roussillon for two thousand three hundred and forty livres, which he promised to pay one half within six months and the other half within one year from today and offered as his guarantee Sr..... (blank) and have signed. (signed) E. Roussillon 2340,

Item one negro named Louis Anglais adjudicated to Sr. Hugon for fourteen hundred and five livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr. Ch. er de Macarty and have signed. (signed) Le Ch. De McCarty - Hugon 1405,

Item one negress named Louise adjudicated to Sr. Olivier De Vezin for seventeen hundred and ten livres which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr..... (blank) and have signed. (signed) Olivier de Vezin 1710,

Sale adjourned  
at noon.

And it being that it is past noon We have stopped the present sale and have postponed its continuation until 2 o'clock this after-

noon and have signed.

(signed) Lenormand - Villars - Garic - Lafreniere - Raguet - Delachaise.

Sale resumed at  
2 P. M.

And on said day, month and year at 2 o'clock in the afternoon, We above mentioned and undersigned Councillor Commissioner, accompanied by said Sr. Procureur Général of the King, went to the Registry of said Council for the purpose of proceeding to the continuation of the above mentioned sale, where being with the Greffier and the Huissier of said Council and there being numerous bidders, the above clauses and conditions were read with a loud and intelligible voice, and have proceeded as follows:

First have been offered for sale nine cabinet-maker's tools adjudicated to Sr. Olivier Devezin for fifty livres



- Item thirty-two cabinetmaker's tools adjudicated to Sr. Arnoult for sixty-two livres 62,
- Item eight brick moulds, five trowels and six hatchets adjudicated to Sr. Villars for forty-two livres 42,
- Item thirteen brick moulds adjudicated to Sr. Villars for thirteen livres 13,
- Item one bell adjudicated to Sr. Bauré for one hundred and twenty-six livres 126,
- Item two pinches, one twybill, one large chisel, five borers, two other small chisels and two gimlets adjudicated to Sr. Arnoult for sixty-one livres 61,
- Item one log saw, three borers, and one jack adjudicated to Sr. Villars for sixty-six livres 66,
- Item six trowels, three bricklayer's hatchets, two carpenter's hatchets, three gimlets and three small hatchets adjudicated to Sr. Du Bois for fifty-four livres 54,
- Item two mill saws, two pewter dishes and four plates, one chisel and two iron pegs adjudicated to Sr. St. Laurent for seventy-eight livres 78,
- Item one hand-saw, one passe-partout, three hooks, two jacks, one iron peg adjudicated to Sr. Beauregard for twenty-one livres 21,
- Item six borers, three iron square rules, one hatchet-hammer, one plane, ten pruning-hooks adjudicated to Sr. Villars for sixty-three livres 63,
- Item seven large iron-works for boat adjudicated to Sr. Olivier Marchand for one hundred and one livres 101,
- Item one brass caldron adjudicated to Sr. St. Laurent for eighty-three livres 83,
- Item one large brass kettle adjudicated to Sr. Villars for seventy livres 70,
- Item one old negress named Louison adjudicated to Sr. Bône, Jr., for sixteen hundred and fifty-five livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr. Olivier Marchand and have signed. (signed) Arlu - A. Olivier 1655,
- Item one old negro named Holo Dalcoro adjudicated to Sr. Villars for two hundred livres 200,
- Item one negro named Francois and Comba his wife adjudicated to Sr. Hugon for sixteen hundred livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee le Sieur Ch. er Macarty and have signed (signed) Le Ch. Macarty - Hugon 1600,
- Item one negro name Mangaye and Rose his wife adjudicated to Sr. Villars for two thousand nine hundred and ten livres, which he promised to pay one half



within six months and the other half within one year from to-day and offered as his guarantee Sr.....

(blank) and have signed. (signed) Villars 2910,

Sale closed at  
6 P. M.

And it being that it is 6 p. m. we have stopped the present sale and ordered its continuation for to-morrow morning at 8 o'clock

and have signed.

(signed) Villars - Lenormand - Garic - Lafreniere - Delachaise - Raguet.

November 7.  
Sale resumed at  
9 A. M.

And on the 7th day of said month of November and on said year one thousand seven hundred and fifty-eight at nine o'clock in the morning by virtue of Our decree dated yesterday, We Councillor Commissioner above mentioned and undersigned with said Sieur Procureur Général of the King went to the Registry of the Superior Council of this province for the purpose of continuing the said sale; and being there with the Greffier and the Huissier of said Council and having found there numerous bidders, said sale has been advertised to-day by the beating of the drum in all quarters of the city and We have again announced and proclaimed that We were going to proceed to said sale under the following clauses and conditions, that the sales that will not exceed the sum of three hundred livres shall be paid cash and that those that exceed said sum shall be paid by the purchasers one half in six months and the other half in a year, provided they give good and sufficient security; after which we have proceeded as follows:

First has been offered for sale a smithy, consisting of one anvil, one pair of smith-bellows, two stumps, two blacksmith's hammers, two other medium size hammers, two hand-hammers, one chasse, one cutter, five pinchers, one poker and its stand, one puncher, three mandrels, one "gorgeois," one milling-tool, the bellows-handle, one nail mould, two anvils, four tools for making nails, one nail clipper, one hammer, another nail mould for large nails, the whole of which was adjudicated to Sr. Villars for seventeen hundred and sixty livres which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr..... (blank) and have signed. (no signature affixed).

1760,

Item one large brass kettle adjudicated to Reverend Dagobert, Capuchin Father, for two hundred livres

200,

Item three "sergens," three jointers, three half-jointers, two jacks, two small jacks, and a whole outfit of a cabinetmaker's tools adjudicated to Sr. Villars for four hundred and twenty-five livres, which he



promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr..... (blank) and have signed. (signed) Villars 425,

Item two small saws, two cast-iron pullies, three borers, two adzes, three roofer's hatchets and twelve chisels adjudicated to Sr. Villars for three hundred and twenty livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr. .... (blank) and have signed. (signed) Villars 320,

Item three old stumps adjudicated to Sr. Milhet for one hundred and twenty livres 120,

Item two "devil's chains" adjudicated to Sr. Prévost L'Agent for one hundred and twenty-five livres 125,

Item two "devil's chains" and three sleigh chains adjudicated to Sr. Hugon for one hundred livres 100,

Item one wooden candle mould and four yokes adjudicated to Sr. Hugon for twenty livres 20,

Item one negro named Tholo and Marie Anne his wife adjudicated to Sr. Dupart for four thousand three hundred and ten livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr. .... (blank) and have signed. (signed) D. Ile Dupart 4310,

Item one old negress named Akia adjudicated to Sr. Sans Quartier for eight hundred livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as guarantee Sr. Du Bourg and have signed. (signed) Dubourg 800,

Item an old negro named Léveillé and Charlotte his wife adjudicated to Sr. Villars for two thousand two hundred and thirty livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr. Gauvin and have signed. (signed) Villars - Gauvain 2230,

Item one negro named Joly Coeur and Ongué his wife adjudicated to Sr. Prévost, L'Agent, for twelve hundred livres, which he promised to pay one half within six months and one half within one year from to-day and offered as his guarantee Sr..... (blank) and have signed. (signed) Prevost) 1200,



Item one large negro named Francois adjudicated to Sr. Prevost L'Agent for three thousand four hundred and fifty livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr. .... (blank) and have signed. (signed) Prevost

3450,

Item one negro name Jupiter adjudicated to Sr. La Fond for two thousand and five livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr. Hery Duplanty and have signed. (signed) F. Hery

2005, ,

Item one negro named Jarry adjudicated to Sr. Villars for one thousand and ten livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr. .... (blank) and have signed. (signed) Villars

1010,

Item one negress named Fanchonnette adjudicated to Sr. Joly for eighteen hundred and fifty livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr. Chev. de Macarty and have signed. (signed) Le Ch. Macarty - Joli

1850,

Sale adjourned  
at noon.

And it being that it is past noon we have stopped the present sale and have ordered that it will be resumed this afternoon at

two o'clock, and have signed.

(signed) Delachaise - Villars - Lafreniere - Raguet - Garic.

Sale resumed at  
2 P. M.

And on said day, month and year at two o'clock in the afternoon, We Councillor Commissioner above mentioned and undersigned with Sr. Procureur General of the King went to the Registry of the Council for the purpose of proceeding to the above mentioned sale and there being numerous bidders, the above specified clauses and conditions were explained with loud and intelligible voice, and we have proceeded as follows:

First has been exhibited and offered for sale one smithy consisting of one anvil, one pair of smith's bellows, two stumps, two blacksmith's hammers, two medium size hammers, two hand-hammers, one chasse, one cutter, five pinchers, one poker and its stand, one punch, three mandrels, one "gorgeois," one milling-tool, the bellows-handle, one tool for making nails, four nail moulds, one nail cutter, one hammer, another nail mould for large nails, the whole adjudicated to Sr. Villars for seventeen hundred and seventy livres,



which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr..... (blank) and have signed. (signed) Villars	1770,
Item six pump attachments and one iron bar adjudicated to Sr. Le Cosset for eighty livres	80,
Item six ends of heavy cordage adjudicated to Reverend Dagobert, Capuchin Father, for one hundred and five livres	105,
Item one small cable about thirty "brasses" (one "brasse" is six feet long) adjudicated to Sr. Chauvin for ninety-two livres	92,
Item several pieces of heavy cordage adjudicated to Sr. Monsanto for forty livres	40,
Item one small cable, about twenty-five "brasses," adjudicated to Sr. Hery Duplanty for one hundred and ten livres	110,
Item another small cable, about fifty "brasses," adjudicated to Sr. Villars for three hundred and sixty livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr..... (blank) and have signed. (signed) Villars	360,
Item two wax tubs adjudicated to Sr. Prevost for fifty livres	50,
Item two wax tubs adjudicated to Rev. Dagobert for thirty livres	30,
Item one large grinding wheel with its handle adjudicated to Sr. Villars for seventy-one livres	71,
Item one negro named Marie Gaolo adjudicated to Sr. Prevost for eight hundred and sixty-five livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr..... (blank) and have signed. (signed) Prevost	865,
Item one negress name Suzon adjudicated to Sr. Vandal for two thousand five hundred and forty livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr. Trudeau and have signed. (Signed) Trudeau - Vandal	2540,
Item one negro named Phady adjudicated to Sr. Prevost L'Agent for three thousand four hundred livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee..... (blank) and have signed. (signed) Raguet, Jr. - Prevost	3400,
Item one negro named Mamouzou and Marie Anne his wife adjudicated to Sr. Villars for two thousand six hundred and fifty livres, which he prom-	



ised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr..... (blank) and have signed. (no signature affixed) 2650,

Item one negro named Scipion and Choucanne his wife adjudicated to Sr. Maurice Leveque for two thousand two hundred livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as is guarantee Sr..... (blank) and have signed. (signed) Morise Leveque - Villars 2200,

Item one negro named Sanson adjudicated to Sr. Bauregard for nineteen hundred livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr..... (blank) and have signed. (signed) Toutan Bauregard 1900,

Item one negro named Baptiste adjudicated to Sr. Villars for three hundred and one livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr..... (blank) and have signed. (no signature affixed). 301,

Item one negro named Louis Guiguia and Déla his wife adjudicated to Reverend Dagobert, Capuchin Father, for fifteen hundred livres, which he promised to pay one half within six months and the other half within one year from to-day and has signed. (signed) F. Dagobert, Supr. 1500,

Item one negro named Jean and Victoire his wife adjudicated to Sr. Neyon for four thousand seven hundred livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr. Villeray and have signed. (signed) Villere - Neyon De Villier 4700,

Item one negro named Nago and Mahon his wife adjudicated to Sr. Villars, for three hundred and ten livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr..... (blank) and have signed. (no signature affixed) 310,

Item one negress named Fatteman and her husband named Joseph adjudicated to Sr. Prevost L'Agent for two thousand seven hundred and fifty-five livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr..... (blank) and have signed. (signed) Prevost 2755,



Item one negro named Sam Camoulin and his wife named Langle, adjudicated to Sr. Prevost L'Agent for one thousand and sixty-five livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr..... (blank) and have signed. (signed) Prevost 1065,

Item one negro named Cupidon adjudicated to Sr. Villars for eighteen hundred and five livres, which he promised to pay the way explained here above and offered as his guarantee Sr..... (blank) and have signed. (no signature affixed) 1805,

Item one negro named Doua adjudicated to Sr. Villars for three hundred and ten livres, which he promised to pay one half within six months and the other half within one year from to-day and offered as his guarantee Sr..... (blank) and have signed. (no signature affixed) 310,

Sale closed at 6 P. M. And it being that it is 6 o'clock we have stopped the present sale and have ordered that it will be continued to-morrow morning at 8 o'clock, and have signed.

(signed) Lenormand - Lafreniere - Garic - Delachaise - Raguet - Villars

November 8. And on the 8th day of said month and year at 8 o'clock in the morning by virtue of our decree dated yesterday, We Councillor and Commissioner above mentioned and undersigned with said Sr. Procureur General of the King went to the Registry of the Council for the purpose of proceeding to the continuation of the present sale, and being there with the Greffier and the Huissier of said Council and having found there numerous bidders, We have again announced and proclaimed that said sale was to be continued under the condition that the articles sold for amounts not exceeding three hundred livres shall be paid cash, and that those sold for amounts exceeding said sum will be paid by the purchasers one half within six months and the other half within one year from to-day provided they furnish good and sufficient security; after which we have proceeded as follows:

First has been exhibited and offered for sale one pair of oxen adjudicated to Sr. Bourquy for three hundred and fifteen livres which he promised to pay one half within six months and the other half within one year and has offered as his guarantee Sr..... (blank) and have signed. (signed) Bourky 315,

Item another pair of oxen adjudicated to Sr. Villars for three hundred and twelve livres, which he promised to pay one half within six months and the



- other half within one year and offered as his guarantee Sr..... (blank) and have signed. (signed) Villars 312,
- Item another pair of oxen adjudicated to Sr. Donat Ybou, drayman, for three hundred and eleven livres, which he promised to pay one half within six months and the other half within one year and offered as his guarantee Sr. Marmillon, and has declared that he could not sign. (signed) Marmillon 311,
- Item another pair of oxen adjudicated to Sr. Villars for three hundred and fifteen livres, which he promised to pay one half within six months and the other half within one year and offered as his guarantee Sr..... (blank) and have signed. (signed) Villars 315,
- Item another pair of oxen adjudicated to Sr. Villars for three hundred and three livres, which he promised to pay one half within six months and the other half within one year and offered as his guarantee Sr..... (blank) and have signed. (signed) Villars 303,
- Item another pair of oxen adjudicated to Sr. Bourquy for three hundred and thirty livres, which he promised to pay one half within six months and the other half within one year and offered as his guarantee Sr..... (blank) and have signed. (signed) Bourky 330,
- Item two bulls adjudicated to Sr. Bourquy for three hundred and six livres, which he promised to pay one half within six months and the other half within one year and offered as his guarantee Sr..... (blank) and have signed. (signed) Bourky 306,
- Item two mules adjudicated to Sr. Bourquy for one hundred livres 100,
- Item two quintals of iron adjudicated to Sr. Beau Regard for one hundred and nineteen livres 119,
- Item four hearth-fixtures adjudicated to Reverend Father Dagobert for sixty livres 60,
- Item two quintals of iron adjudicated to Sr. Olivier Marchand for one hundred and forty livres 140,
- Item one old negro named S n gal adjudicated to Sr. De Mazan for five hundred and ninety livres, which he promised to pay one half within six months and the other half within one year and offered as his guarantee Sr. Dessalles and have signed. (signed) Desalles - Le Chr. De Mazan 590,
- Item one old negro named Pierrot adjudicated to Sr. Duplessis for six hundred livres, which he prom-



ised to pay one half within six months and the other half within one year and offered as his guarantee Sr. Mazant and have signed. (signed) Maxant - Duplessis

600,

Item a very old negro named Mozongué adjudicated to Sr. Villars for fifty livres

50,

Item one young negro named Baptiste and called Bonhomme adjudicated to Sr. Chaperon for two thousand five hundred and sixty livres, which he promised to pay one half within six months and the other half within one year and offered as his guarantee Sr. .... (blank), and said Sr. Chaperon declared that he could not write nor sign.

2560,

Item one negro named Zongué, his wife named Marie Anne and their son François adjudicated to Sr. Roussillon for four thousand one hundred and ten livres under the same conditions and offered as his guarantee Sr. .... (blank) and have signed. (signed) Roussillon

4110,

Item a very old negro named Germain adjudicated to Sr. Villars for sixty livres

60,

Item one young negro named Antoine Pierrot Chavanne adjudicated to Sr. Duplessis for two thousand five hundred and five livres, which he promised to pay one half within six months and the other half within one year and offered as his guarantee Sr. Maxante and have signed. (signed) Maxent - Duplessis

2505,

Item one old negro named Taouitar and his wife named Adoux adjudicated to Sr. Roussillon for Mr. Villars for one thousand and five livres, under same conditions as above specified and offered as his guarantee Sr. .... (blank) and have signed. (signed) Villars

1005,

Sale adjourned  
at noon.

And it being that it is past noon, we have stopped the present sale and ordered that it be continued today at 2 P. M. and have

signed.

(signed) Lenormand - Villars - Garlic - Lafreniere - Raguet

Sale resumed at  
2 P. M.

And on said day, month and year at 2 o'clock in the afternoon, We Councillor Commissioner and Procureur Général of the King above named and undersigned went to the Registry of the Council for the purpose of resuming the said sale, and being there and having found there numerous bidders, the above explained clauses and conditions have been declared again by the Huissier Auctioneer with loud and intelligible voice, and have proceeded as follows:



First has been exhibited and put up for sale one old "Bert," one mattress, one kettle, one pot, another pot and another old kettle, all things that have been used at the hospital, adjudicated to Sr. Villars for fifty-six livres	56,
Item two quintals of iron adjudicated to Sr. Bau Regard for eighty livres	80,
Item one barrel of brown sugar adjudicated to Sr. Du Bois for one hundred and sixty-five livres	165,
Item four iron rings adjudicated to Sr. Guinault for sixty livres	60,
Item one barrel of brown sugar adjudicated to Sr. Du Bois for one hundred and fifty-six livres	156,
Item another barrel of brown sugar adjudicated to Sr. Songy for one hundred and sixty-six livres	166,
Item another barrel of brown sugar adjudicated to Sr. Riviere for one hundred and forty-one livres	141,
Item another barrel of brown sugar adjudicated to Sr. Riviere for one hundred and seventy-five livres	175,
Item another barrel of brown sugar adjudicated to Sr. Riviere for one hundred and forty-one livres	141,
Item one negro named S.te Marie and Louison his wife adjudicated to Sr. Villars for one hundred and sixty livres	160,
Item one old negro named Canne Bar adjudicated to Sr. Dorville for eight hundred and fifty-five livres, which he promised to pay one half within six months and the other half within one year, and offered as his guarantee Sr..... (blank) and have signed. (signed) Lamolere - Dorville	855,
Item one negro named Morphile adjudicated to Sr. Mazan for three hundred and one livres, which he promised to pay one half within six months and the other half within one year and offered as his guarantee Sr..... (blank) and have signed. (signed) le Chr. Mazan	301,
Item one old negress named Cathine Sans Chagrin adjudicated to Sr. St. Laurent for one hundred and twenty livres	120,
Item one negro named Bobo adjudicated to Sr. Chaperon for three thousand three hundred and five livres, which he promised to pay one half within six months and the other half within one year and has offered as his guarantee Sr..... (blank) and have signed. (no signature affixed)	3305,
Item one negress named Fanchone adjudicated to Sr. Chaperon for two thousand six hundred and forty livres, which he promised to pay one half within six	



months and the other half within one year, and offered as his guarantee Sr..... (blank) and have signed. (No signature affixed) 2640,

Item one negro named Pierrot and Vitout his wife adjudicated to Sr. Villars for three hundred and forty livres, which he promised to pay one half within six months and the other half within one year and offered as his guarantee Sr..... (blank) and have signed. (no signature affixed) 340,

Item one negress named Marie Canneva adjudicated to Sr. Vienne for four hundred and fifty livres, which he promised to pay in the manner above explained and offered as his guarantee Sr..... (blank) and have signed. (no signature affixed) 450,

Item one negress named Magdeleine adjudicated to Reverend Dagobert, Capuchin Father, for two thousand five hundred livres, which he promised to pay one half within six months and the other half within one year and has signed. (Signed) F. Dagobert Super. 2500,

Item one negro named Simon adjudicated to Sr. Prevost L'Agent for two thousand four hundred livres, which he promised to pay one half within six months and the other half within one year and offered as his guarantee Sr..... (blank) and have signed. (signed) Prevost 2400,

Item one negress named Margueritte adjudicated to Sr. Prevost L'Agent for two thousand three hundred livres, which he promised to pay one half within six months and the other half within one year and offered as his guarantee Sr..... (blank) and have signed. (signed) Prevost 2300,

Item one negro named Petit Jean and Marie Anne his wife adjudicated to Sr. Villars for seventeen hundred and ten livres, which he promised to pay one half within six months and the other half within one year and offered as his guarantee Sr..... (blank) and have signed. (no signature affixed) 1710,

Sale closed at 6 P. M. And it being that it is six o'clock P. M. we have stopped the present sale and have postponed its continuation until to-morrow at eight o'clock in the morning and have signed. (signed) Lenormand - Garic - Lafreniere - Villars - Delachaise - Raguet

November 9. And on the 9th day of said month of November and on said year one thousand seven hundred and fifty eight at 9 o'clock in the morning We Nicolas Chauvin LaFreniere Councillor Assesseeur of the Superior Council of this Province of Louisiana Commissioner appointed on this case, with said Sieur



Jean Baptiste Raguet Councillor of said Council acting as Procureur Général of the King, went to the Registry of said Council for the purpose of proceeding to the continuation of the present sale, and being there with the Greffier and the Huissier, and having found there numerous bidders, this sale has been advertised to-day by the beating of the drum in every part of the city, and having been again announced and proclaimed by the Huissier Auctioneer with loud and intelligible voice that said sale was to be continued on condition that articles sold for amounts not exceeding three hundred livres shall be paid cash, and that those exceeding said sum could be paid by the purchasers one half within six months and the other half within one year, provided they furnish a good and sufficient security, then we proceeded to the sale as follows:

First has been exhibited and offered for sale one barge with eight oars and its rudder adjudicated to Sr. Depontalba for two thousand six hundred livres, which he promised to pay one half within six months and the other half within one year and offered as his guarantee Sr..... (blank) and have signed. (signed) Pontalba 2600,

Item another barge with six oars and its rudder adjudicated to Sr. Villars for fifteen hundred livres, which he promised to pay in the manner above explained and offered as his guarantee Sr..... (blank) and have signed. (no signature affixed) 1500,

Item another barge, which is on the Bayou, with six oars and its rudder adjudicated to Sr. Villars for two thousand livres, which he promised to pay in the manner above explained and offered as his guarantee Sr..... (blank) and have signed. (no signature affixed) 2000

Item one pair oxen adjudicated to Sr. Bauregard for three hundred and sixty-five livres under the above explained conditions and has signed. (signed) Toutant Beauregard 365,

Item another pair of oxen adjudicated to Sr. Hugon, for three hundred and fifty-five livres, under the above explained conditions, and he offered as his guarantee Sr..... (blank) and have signed. (signed) Hugon 355,

Item another pair of oxen adjudicated to Sr. Villars for three hundred and fifty livres, under the above explained conditions and has signed. (no signature affixed) 350,

Item another pair of oxen adjudicated to Rev. Dagobert, Capuchin Father, for three hundred and ninety-nine livres under the above explained conditions and has signed. (signed) Maxent pour Les Rev. P. Capucins 399,



- Item one ox and one bull adjudicated to Sr. Arnout for three hundred and fifty-five livres, under the above explained conditions, and has offered as his guarantee Sr..... (blank) and have signed. (signed) J. Arnout 355,
- Item two hundred pounds of iron adjudicated to Sr. Olivier Marchand for one hundred and forty livres 140,
- Item two quintals of iron adjudicated to Rev. Father Dagobert for one hundred and forty livres 140,
- Item one negro named François, his wife named Boguio, and his mother named Emé, adjudicated to Sr. Villars for seven thousand eight hundred livres, which he promised to pay one half within six months and the other half within one year, and offered as his guarantee Sr..... (blank) and have signed. (no signature affixed) 7800,
- Item one negro named Yoyo, adjudicated to Sr. Prevost L'Agent for four thousand six hundred livres, under the same conditions, and he has offered as his guarantee Sr..... (blank) and have signed. (no signature affixed) 4600,
- Item one negress named Manon adjudicated to Sr. Prevost L'Agent for seventeen hundred and sixty livres, under the above explained conditions, and he has offered as his guarantee Sr..... (blank) and have signed. (no signature affixed) 1760,
- Item one negro named Dolé and Bossi his wife who is blind adjudicated to Sr. Villars for fifty livres 50,
- Item one old negress named Anna adjudicated to Sr. Villars for fifty livres 50,
- Item one negro named Michel adjudicated to Sr. Olivier Marchand for two thousand two hundred and fifteen livres, under the same conditions, and he has offered as his guarantee Sr..... (blank) and have signed. (signed) A. Olivier 2215,
- Item one negro named Gottet adjudicated to Sr. Prévost L'Agent for four thousand one hundred livres, under the same conditions, and he has offered as his guarantee Sr..... (blank) and have signed. (signed) P. Roussillon 4100,
- Item one negro named Nicolas adjudicated to Sr. Villars for five thousand one hundred livres, under the same conditions, and he has offered as his guarantee Sr..... (blank) and have signed. (no signature affixed) 5100,
- Item one negro named Antoine Borgne and Marie his wife adjudicated to Sr. Menelet for two thousand and twenty livres, under the same conditions, and he has offered as his guarantee Sr..... (blank) and have signed. (signed) Menelet 2020,



Item one negro named Daniel adjudicated to Sr. Villars for three thousand eight hundred and ten livres, under the same conditions, and he has offered as his guarantee Sr..... (blank) and have signed. (no signature affixed) 3810,

Item one negro name Guesó adjudicated to Sr. St. Eloy for two thousand nine hundred and five livres, under the same conditions, and he has offered as his guarantee Sr..... (blank) and have signed. (signed) Saint Eloy. 2905,

Sale adjourned  
at noon.

And it being that it is past noon we have stopped the present sale and have postponed its continuation until this afternoon at 2

o'clock, and have signed.

(signed) Lenormand - Villars - Garic - Raguet - Lafreniere - Delachaise

Sale resumed at  
2 P. M.

And on said day, month and year at 2 o'clock in the afternoon, We, the above mentioned and undersigned, Councillor and Pro-

curer Général of the King, went to the Registry of the Council for purpose of resuming the above said sale, and being there and having found there numerous bidders, the above clauses and conditions were read and explained, and we proceeded as follows:

First have been exhibited and offered for sale two quintals of iron adjudicated to Sr. Dreux for one hundred and twenty-five livres 125,

Item two quintals of iron adjudicated to Sr. Du-planty for one hundred and twenty livres 120,

Item two quintals of iron adjudicated to Sr. Prevost l'Agent for one hundred and eighty-one livres 181,

Item one mulatto named Etienne adjudicated to Sr. Desalles for three thousand four hundred livres, which he promised to pay one half within six months and the other half within one year and offered as his guarantee Sr. Demazant and have signed. (signed) le Chr. de Mazan 3400,

Item one negro named Nata, his wife named Jeanne and his daughter named Marie Anne adjudicated to Sr. Villars, for ten thousand one hundred livres, under the above explained conditions, and he has offered as his guarantee Sr..... (blank) and have signed. (no signature affixed.) 10100,

Item one negro named François Leveillé adjudicated to Sr. Hugon for three thousand and five livres, which he promised to pay under the conditions here above explained and offered as his guarantee Sr. .... (blank) and have signed. (signed) Hugon 3005,



Item one negro named Bastien adjudicated to Sr. Villars for three thousand five hundred and sixty livres, under the above said conditions and he has offered as his guarantee Sr..... (blank) and have signed. (no signature affixed) 3560,

Item an old negro named Holococo adjudicated to Sr. Villars for one hundred and fifty livres 150,

Item one negro named Chamba La Forge adjudicated to Sr. Prevost L'Agent for four hundred and ten livres, under the same conditions, and he has offered as his guarantee Sr..... (blank) and have signed. (no signature affixed) 410,

Item one negro named Guiodou adjudicated to Sr. Rousillon for eight hundred and thirty-five livres, under the above said conditions, and he has offered as his guarantee Sr..... (blank) and have signed. (signed) Roussillon 835,

Item one negress named Kiakia adjudicated to Sr. Macarty for one thousand and ten livres, under the same conditions, and he has offered as his guarantee Sr..... (blank) and have signed. (signed) Le Chr Macarty 1010,

Item an old negress named Rosumé Kiabé adjudicated to Sr. Villars for five hundred and five livres, under the same conditions, and he has offered as his guarantee Sr..... (blank) and have signed. (no signature affixed) 505,

Item one negro named Malva adjudicated to Sr. Prevost L'Agent for four thousand three hundred and ten livres, which he promised to pay one half within six months and the other half within one year, and offered as his guarantee Sr..... (blank) and have signed. (no signature affixed) 4310,

Item one negro name Carithon adjudicated to Sr. Mazant for four thousand two hundred and fifty livres, under the above said conditions, and he has offered as his guarantee Sr..... (blank) and have signed. (signed) Le Chr. de Mazan 4250,

Item one negro named Laurent and his wife named Jeannethon, adjudicated to Sr. Villars for four thousand seven hundred and fifty livres, under the above said conditions, and has signed. (no signature affixed) 4750,

Item one negro boy named Philippe adjudicated to Sr. Thomassin for two thousand three hundred livres 2300.

Sale closed at  
6 P. M.

And it being that it is six o'clock P. M. We have postponed the continuation of the present sale to to-morrow morning and have signed.

(signed) Villars - Garic - Raguet - Delachaise - Lafreniere - Lenormand



November 10.  
Sale resumed at  
9 A. M.

And on the tenth day of said month of November and in said year one thousand seven hundred and fifty-eight at nine o'clock in the morning, We, the above mentioned and undersigned, Councillor Commissioner and Procurer Général of the King went to the Registry of the Council for the purpose of proceeding to the continuation of the above said sale, and being there, and having found there numerous bidders, we have again announced with loud and intelligible voice that said sale was going to be resumed under the condition that articles sold for amounts not exceeding three hundred livres shall be paid cash, and that those exceeding said sum could be paid by the purchasers one half within six months and the other half within one year, provided they furnish a good and sufficient security, after which we proceeded as follows:

First were exhibited and offered for sale two quintals of iron of different kinds, adjudicated to Sr. Chauvin for eighty-nine livres 89,

Item two quintals of iron id. adjudicated to Sr. Beauregard for eighty-three livres 83,

Item two quintals of iron id. adjudicated to Sr. Prevost for eighty-two livres 82,

Item one negro named Boffa and his wife named Marie Louise adjudicated to Sr. Prevost under the above explained conditions for the sum of eight thousand one hundred livres. (signed) Prevost 8100,

Item one mulatress named Marion and her daughter named Isabelle and Isabelle's children named: Baptiste, Louison, Alexandre, Roselle and François, adjudicated to Sr. Villars for eight thousand one hundred livres 8100,

Item one negro named Césaire, his wife named Lisette and their children Helene and Antoine adjudicated to Sr. Amelot for six thousand nine hundred and twenty livres 6920,

Item one negress named Charlotte adjudicated to Sr. Villars, under the same conditions, for the sum of three thousand and thirty livres 3030,

Item one negro named Nomaque and Bouqui his wife and their son François, adjudicated, under the same conditions, to Sr. St. Laurent for seven thousand and five livres. (signed) Chevalier de St. Laurent. 7005,

Item one negress named Rose and her children: Henry, François and Pierre adjudicated to Sr. Villars for four thousand and fifty livres and under the same conditions, and he has signed. (no signature affixed) 4050,

Item one negro named Mercure, his wife named Azada and their son Etienne adjudicated to Sr. Mazant for four thousand five hundred and eighty livres,



under the same conditions and he has presented as his guarantee Sr..... (blank) and have signed. (signed) le Chr. de Mazan 4580,

Item one negro named Alexandre adjudicated to Sr. Villars for three thousand livres and under the same conditions and he has signed. (signed) Villars 3000,

Item one negro name François Petit adjudicated to Sr. Braquier for six thousand two hundred livres, under the same conditions, and he has offered as his guarantee Sr..... (blank) and have signed. (signed) Braquier 6200,

Item one negress named Margueritte and her children: Felicité, Françoise and Philippe, adjudicated to Sr. Braquier for four thousand six hundred livres, under the same conditions, and he has signed. (signed) Braquier 4600,

Sale adjourned at noon.

And it being that it is past noon, we have stopped the present sale and have postponed its continuation to this afternoon at two

o'clock, and have signed.

(signed) Lenormand - Garic - Raguet - Villars - Lafreniere - Delachaise

Sale resumed at 2 P. M.

And on said day, month and year at 2 o'clock in the afternoon, We, the above and undersigned, Councillor Commissioner and

Procureur General of the King, went to the Registry of the Council for the purpose of resuming the above said sale, and the above stated conditions having been read and explained with loud voice, we have proceeded to said sale as follows:

First have been exhibited and put up for sale three "bizagues," five scythes, one rending-iron, one ploughshare, one chain link, the whole adjudicated to Sr. Prévost L'Agent for seventy-one livres 71,

Item a pile of scrap iron viz.: old tongs, forks, rings, pump rods, boat fixtures, etc., adjudicated to Sr. La Lime for sixty-two livres 62,

Item two quintals of iron adjudicated to Sr. La Lime for eighty-two livres 82,

Item five cabinetmaker's work-benches adjudicated to Sr. La Lime for fifty-five livres 55,

Item four other cabinetmaker's work-benches adjudicated to Sr. Villars for forty livres 40,

Item three sleighs adjudicated to Sr. Maxant for fifty-one livres 51,

Item two quintals of lead plates adjudicated to Sr. Prévost L'Agent for seventy-three livres 73,

Item two other quintals, or about, of lead adjudicated to Sr. Carminada for sixty-seven livres 67,



- Item one balance with its scale and two weights of fifty pounds each adjudicated to Sr. Villars for one hundred and thirty livres 130,
- Item one keg of nails adjudicated to Sr. Chauvin for fifty livres 50,
- Item one negro named Yaounou and Marie Anne, his wife adjudicated to Madame Du Breuil for four thousand four hundred and forty livres, under the above conditions and she has signed. (no signature affixed) 4440,
- Item one negro name Sambas adjudicated to Sr. Villars for three thousand eight hundred and twenty livres, under the same conditions, and he has signed. (no signature affixed) 3820,
- Item one young negress named Françoise adjudicated to Sr. Port Neuf for two thousand three hundred livres, under the above said conditions, and he has offered as his guarantee Sr..... (blank) and have signed. (signed) Portneuf 2300,
- Item one old negress adjudicated to Sr. Villars for thirty livres 30,
- Item one little negro girl named Quetelle adjudicated to St. Monsanto for fourteen hundred livres, under the above said conditions, and he has offered as his guarantee Sr..... (blank) and have signed. (signed) Monsanto et Comp. 1400,
- Item one negro named Antoine adjudicated to Sr. Villars for three thousand eight hundred and ten livres, under the above said conditions, and have signed. (no signature affixed) 3810,
- Item one negro named Christoph and Angelique his wife adjudicated to Mad. Dubreuil for eight hundred and fifty livres, under the above said conditions, and she offered as her guarantee Sr..... (blank) and have signed. (signed) J. Vienne 850,
- Item one negro named Claude (belonging to Madame Dubreuil), adjudicated to Sr. Du Bourg for three thousand two hundred livres, under the above said conditions, and he has offered as his guarantee Sr. .... (blank) and have signed. (signed) Dubourg 3200,
- Item one negro named Jacob Tolli adjudicated to Sr. Villars for three thousand eight hundred and ten livres, under the above said conditions and he has signed. (no signature affixed) 3810,
- Item one negress named Nionion Françoise and her son Jean. adjudicated to Sr. Villars for three thousand eight hundred and ten livres, under the above said conditions and he has signed. (no signature affixed) 3810,



Item one negro named Joseph L'Eveille adjudicated to Madame Lusser for three thousand seven hundred and sixty-five livres, under the above said conditions, and she has offered as her guarantee Sr. Maxant and have signed. (signed) Maxent 3765,

Item one negress named Fanchon and her two children: Dominique and Jacob, adjudicated to Madame Lusser for three thousand two hundred and five livres, under the above said conditions and she has offered as her guarantee Sr. Maxant and have signed. (signed) Maxent 3205,

Item one negro named Medor adjudicated to Sr. Villars for three thousand six hundred and thirty livres, under the above said conditions, and he has signed. (no signature affixed) 3630,

Item one negress named Toinette adjudicated to Sr. Villars for three thousand one hundred and ten livres, under the above said conditions, and he has signed. (signed) Villars 3110,

Sale closed at  
6 P. M.

And it being that it is six o'clock P. M. we have closed the present sale and ordered the continuation for to-morrow morning and

have signed.

(signed) Villars - Lafreniere - Raguet - Garlic - Lenormand - Delachaise

November 11.  
Sale continued at  
9 A. M.

And on this eleventh day of said month of November of said year one thousand, seven hundred and fifty-eight at 9 o'clock in the morning, We the above mentioned and undersigned, Nicolas Chauvin La Freniere Councillor Assesseur Commissioner, accompanied by said Sieur Procureur General of the King, went to the Registry of the Council to the effect of continuing the above said sale, and being there with the Greffier and the Huissier, and having found there numerous bidders, we have again announced by the Huissier with loud voice, that said sale was going to be continued under the condition that articles sold for amounts not exceeding three hundred livres shall be paid cash, and that those exceeding said sum could be paid by the purchasers, one half within six months and the other half within one year, provided they furnish a good and sufficient security, after which we have proceeded as follows:

First has been exhibited and offered for sale one hogshead of brown sugar adjudicated to Sr. Bauré, Sr., for one hundred and five livres 105,

Item another hogshead of brown sugar adjudicated to Sr. Villars for ninety-five livres 95,

Item another hogshead of brown sugar adjudicated to Sr. Bienvenue for one hundred and twenty-six livres 126,



Item another hogshead of brown sugar adjudicated to Sr. La Cled for one hundred and twenty-five livres 125,

Item another hogshead of brown sugar adjudicated to Sr. Laporte for one hundred livres 100,

Item three guns and two flints adjudicated to Sr. Macarty for three hundred and fifteen livres, which he promised to pay under the above explained conditions and has signed. (no signature affixed) 315,

Item one negro named Mercure adjudicated to Sr. Garic for account of Madame Du Breuil for three thousand five hundred and fifty livres, under the above said conditions, and he has signed. (no signature affixed) 3550,

Item one negro named François adjudicated to Sr. Villere for three thousand three hundred livres, under the above said conditions, 3300,

Item one little mulatto-girl named Marton adjudicated to Sr. Amelot for two thousand five hundred livres, under the above conditions, and he has signed. (no signature affixed) 2500,

Item one negro named Pierrot adjudicated to Sr. Garic for account of Madame Du Breuil, for three thousand seven hundred and fifty livres, under the above said conditions, and have signed. (no signature affixed) 3750,

Item a young negro named Gabriel adjudicated to Sr. Villars for three thousand two hundred livres, under the above said conditions and he has signed. (no signature affixed) 3200,

Item one negress named Marie Anne Boom and her son François, adjudicated to Sr. Laporte for three thousand nine hundred and five livres, under the above said conditions and he has offered as his guarantee Sr..... (blank) and have signed. (signed) Laporte 3905,

Item one negro named Petit and his wife named Julie, adjudicated to Sr. Arnoul for two thousand four hundred and fifty livres, under the above said conditions, and he has offered as his guarantee Sr..... (blank) and have signed. (signed) J. Arnoult 2450,

Item an old negro named Tolly adjudicated to Sr. Villars for seven hundred nad fifteen livres, under the above said conditions, and he has signed. (no signature affixed) 715,

Item one negro named Troutouby and Marie Anne his wife, adjudicated to Sr. Raguet, Jr. for five thou-



sand livres, under the above said conditions, and he has offered as as his guarantee Sr..... (blank) and have signed. (signed) Raguet Fils 5000,

Item one negro named Faguio, his wife named Coëda, and his daughter named Lizette, adjudicated to Sr. Villars for four thousand six hundred and fifty livres, under the above said conditions, and he has signed. (signed) Villars 4650,

Sale adjourned at 11:30 A. M. An it being that it is half past eleven A. M. we have stopped the present sale and have postponed its continuation until this afternoon at two o'clock and have signed.

(signed) Raguet - Villars - Garic - Lenormand - Lafreniere - Delachaise

Sale continued at 2 P. M. And the above said day, month and year at 2 o'clock in the afternoon, it has been continued as follows:

\*a Mr. Villars particulierment. First one negro named Baptiste adjudicated to Mr. Prevost for two thousand one hundred and twenty livres (signed) Prevost 2120,  
Recu la somme de deux mil cent vingt livres cy-dessus de Mr. Chantalou. (signed) Villars  
Translation: Received from Mr. Chantalou the above sum of two thousand one hundred and twenty livres (signed) Villars

(The marginal Remark means that said negro Baptiste was personal property of Mr. Villars.)

\*cet article est a Mr. Villars particulierment. Item one little negro boy named Paugio adjudicated to Sr. La Clede for eighteen hundred and ten livres signed) Laclede Ligest 1810,  
Recu de Mr. Chantalou les dixhuit cent dix livres  
Translation: Received from Mr. Chantalou the eighteen hundred and ten livres. (signed) Villars

(Marginal remark as above)\*

Item one negress named Marie Joseph adjudicated to Sr. Marmillon for account of Mr. Villars for three thousand three hundred livres 3300,

\*apparten. a Mr. Amelot particulier. Item one negress named Marie Therese adjudicated under the above specified conditions to Sr. Hugon for three thousand six hundred and ten livres. (signed) Hugon 3610,

(The marginal remark states that said negress Marie Therese was personal property of Mr. Amelot)\*



Item one negress named Marie Jeanne adjudicated to Sr. Villars for three thousand one hundred and seventy livres 3170,

Item one negro name Chosis adjudicated to Sr. Delaplace for two thousand five hundred and five livres (signed) Delaplace 2505,

Item one negress named Gueba and her children: Pelagie and Baptiste adjudicated to Sr. Delaplace for two thousand five hundred and five livres (signed) Delaplace 2505,

\*appart. a Mr.  
Amelot:  
belonging to Mr.  
Amelot.

Item one negress\* named Manette Petite adjudicated to Sr. Hugon for four thousand and sixty livres (signed) Hugon 4060,

Item one young negro named Jean adjudicated to Sr. Villars for three thousand and fifty livres under the above said conditions and he has signed. (no signature affixed) 3050,

Item one negress named Marie Joseph adjudicated to Sr. Prevost L'Agent for three thousand one hundred and fifty livres, under the above said conditions and he has offered as his guarantee Sr. .... (blank) and have signed. (signed) Prevost 3150,

Item one negro named Mathurin adjudicated to Sr. Raguet, Jr., for two thousand eight hundred and ten livres under the above said conditions, and he offered as his guarantee Sr. .... (blank) and have signed. (signed) Raguet, Fils 2810,

Item one young negro named André adjudicated to Sr. Villars for two thousand nine hundred and five livres and he signed. (no signature affixed) 2905,

Item one negro named Pha adjudicated to Sr. Villars for thirteen hundred and five livres and he signed. (no signature affixed) 1305,

Sale closed at  
6 P. M.

And it being that it is about six P. M. we have closed the present sale and have postponed its continuation until next Monday, thirteenth day of the present month at nine o'clock in the morning and have signed.

(signed) Villars - Garic - Lenormand - Lafreniere - Raguet - Delachaise

November 13.  
Sale resumed at  
9 A. M.

And on the thirteenth day of said month of November and on said year, at nine o'clock in the morning, by virtue of our decree in date of the eleventh of the present month, We, the above mentioned and undersigned, Councillor Commissioner, and Procureur General of the King, went to the Registry of the Superior Council of this Province, for the purpose of resuming the above said sale, and being there with the Greffier and the Huissier of said Council, and having found there numerous



bidders, we have announced and proclaimed by the Hussier Auctioneer with loud and intelligible voice that we were going to proceed to the sale and adjudication to the highest bidder, of the effects and furnishings hereafter mentioned on condition that articles sold for amounts not exceeding three hundred livres shall be paid cash, and that those exceeding said sum could be paid by the purchasers one half within six months and the other half within one year, provided they furnish a good and sufficient security, after which we have proceeded as follows:

First has been exhibited and put up for sale one bull, adjudicated to Sr. Chantalou for one hundred and thirty-seven livres 137,

Item one negress named Dede adjudicated to Sr. Maxant for account of Madame Lussar, for three thousand five hundred livres, which he promised to pay under the above stated conditions, and offered as his guarantee Sr..... (blank) and have signed. (signed) Maxent 3500,

Item one negro named Sercandier and his wife Marion adjudicated to Sr. Prevost for two thousand and ten livres, under the above stated conditions, and has signed. (signed) Prevost 2010,

Item one negro named Augustin adjudicated to Sr. Villars for three thousand seven hundred livres, under the above stated conditions, and has signed. (no signature affixed) 3700,

Item one negro named Jean Baptiste, adjudicated to Sr. Prevost L'Agent for three thousand five hundred and sixty livres, under the above stated conditions, and he has signed. (signed) Prevost 3560,

Item one negress named Angélique and her daughter named Catherine, adjudicated to Sr. Villars for three thousand two hundred and twenty livres under the above stated conditions and they have signed. (no signature affixed) 3220,

Item one negro named Antoine adjudicated to Sr. Olivier Marchand for two thousand nine hundred livres and he offered as his guarantee Sr..... (blank) and have signed. (signed) A. Olivier 2900,

Item one young negro name Crapaux adjudicated to Sr. Raguet, Jr., for two thousand eight hundred and twenty livres, under the above stated conditions, and he offered as his guarantee Sr..... (blank) and have signed. (no signature affixed) 2820,

Item one negro named Malbourroug and his wife named Guinauk, adjudicated to Sr. Villars for three thousand two hundred and fifty livres, under the above said conditions, and he has signed. (no signature affixed) 3250,



Item one negress named Tenay, her daughter Françoise and a newly-born child, which has not yet been baptised, adjudicated to Sr. Villars, for two thousand nine hundred and ten livres, on same conditions, and he has signed. (no signature affixed) 2910,

Item one little negro-girl named Marguerite, adjudicated to Sr. Andry for nineteen hundred and ten livres, under the above specified conditions, and he offered as his guarantee Sr..... (blank) and have signed. (signed) Andry 1910,

Sale adjourned  
at noon.

And it being that it is past noon we have closed the present sale and have postponed its continuation to this afternoon at two

o'clock and have signed.

(signed) Lenormand - Villars - Garic - Lafreniere - Raguet - Delachaise

Sale continued at  
2 P. M.

An on said day, month and year at 2 o'clock in the afternoon, We the above mentioned and undersigned, Councillor Commissioner, accompanied by said Sr. Procureur General of the King, went to the Registry for the purpose of resuming the present sale, and being there and having found there numerous bidders, the above mentioned clauses and conditions were read and explained with loud and intelligible voice, after which we have proceeded as follows:

First has been exhibited and offered for sale one negress named Catherine adjudicated to Sr. Villars for three thousand three hundred livres under the above stated conditions and they have signed. (no signature affixed) 3300,

Item one negro named Boulanguier, his wife named Marie Anne, and their children: Charlotte and Marthe, adjudicated to Sr. Villars for five thousand four hundred livres, under the above stated conditions and he has signed. (no signature affixed) 5400,

Item one negro named Louis adjudicated to Sr. Villars for three thousand five hundred livres, under the above said conditions, and he has signed. (no signature affixed) 3500,

Item one negress named Julie adjudicated to Sr. Villars for three thousand one hundred livres, under the above said conditions, and he has signed. (no signature affixed) 3100,

Item one negro named Jean Gauza and his wife named Fanchon adjudicated to Sr. Villars for two thousand livres, under the above said conditions, and he has signed. (no signature affixed) 2000,

Item one negress named Mariefa adjudicated to Sr. Villars for three thousand livres 3000,



Item another negress named Marie Jeanne adjudicated to Sr. Garic for account of Mad. Dubreuil for two thousand six hundred livres 2600,

Sale closed at  
6 P. M.

And it being that it is six o'clock P. M. the continuation of the present sale has been postponed until Thursday morning and we

have signed.

(signed) Villars - Garic - Lenormand - Raguet - Lafreniere - Delachaise

November 16.  
Sale resumed at  
2 P. M.

And on the sixteenth day of November at 2 o'clock in the afternoon, the above said sale was resumed on request and in presence of the persons here above mentioned, and

numerous bidders having gathered there, it was proceeded as follows:

First have been exhibited and offered for sale ten pounds of sail coarse thread and some worn cordage, adjudicated to Sr. Olivier, Mard. for fifty-seven livres 57,

Item a batch of carpenter's old lumber adjudicated to Sr. Thomassin for two hundred livres 200,

Item six wheelbarrows with their wheels adjudicated to Sr. Olivier Marchand for twenty-seven livres 27,

Item seven other wheelbarrows adjudicated to Sr. Villars for twenty-five livres 25,

Item six other wheelbarrows adjudicated to Sr. Duparc for thirty livres 30,

Item seven other wheelbarrows adjudicated to Sr. Villars for forty livres 40,

Item one hundred odd joists, 12 feet long, adjudicated to Sr. Olivier Marchand for one hundred and sixteen livres 116,

Item one hundred cypress piles adjudicated to Sr. Laporte for thirty-one livres 31,

Item another 100 piles adjudicated to Sr. Villars for thirty-one livres 31,

Item one hundred odd joists adjudicated to Sr. Olivier Marchand for one hundred and fifteen livres 115,

Item twenty-five thousand bricks at the Kiln, adjudicated to Sr. Olivier Marchand for four hundred and fifty livres 450,

Item twenty-five thousand bricks as above, adjudicated to Sr. Du Parc for five hundred livres 500,

Item twenty-five thousand id. adjudicated to Sr. Villars for five hundred and thirty-seven livres 537,

Item twenty-five thousand id. adjudicated to Sr. Villars for five hundred twenty-six livres 526,

Item twenty-five thousand bricks adjudicated to Sr. Villars for five hundred and twenty-six livres 526,



Item twenty-five thousand bricks id. adjudicated to Sr. Villars for five hundred and twenty-six livres	526,
Item forty barrels of pricked corn grain adjudicated to Sr. Villars at two livres ten sols per barrel	100,
Item forty-five barrels of id. corn grain adjudicated to Sr. Villars at two livres ten sols per barrel	112, 10s.

Sale adjourned  
at noon.

And it being that it is about noon, the continuation of the present sale has been postponed until this afternoon and we have

signed.

(signed) Lenormand - Villars - Garlic - Lafreniere - Delachaise - Raguet

Sale continued at  
2 P. M.

And on said day, month and year at 2 o'clock in the afternoon the continuation of the above said sale, on request and in the

presence of the persons here above mentioned, has proceeded as follows:

First eighty-thousand unbaked bricks, that are under the shed at the kiln, adjudicated to Sr. Villars for twelve hundred livres	1200,
Item three batches amounting to one hundred and fifty odd planks, adjudicated to Sr. Prévost for three hundred and one livres	301
Item three other batches amounting to one hundred and fifty planks adjudicated to Sr. Chauvin for three hundred and one livres	301,
Item one thousand earthen paving tiles, adjudicated to Sr. Olivier for twenty livres	20,
Item another thousand paving tiles id. adjudicated to Sr. Trudeau for twenty livres	20,
Item another thousand id. adjudicated to Sr. St. Laurent for twenty livres	20,
Item another thousand id. adjudicated to Sr. Chauvin for twenty livres	20,
Item another thousand id. adjudicated to Sr. Prevost for twenty livres	20,
Item thirty joists adjudicated to Sr. Laporte for forty livres	40,
Item eight thousand shingles adjudicated to Sr. Villars for one hundred and sixty livres	160,
Item one cypress cupboard adjudicated to Sr. Bertrand, Jr, for twenty eight livres	28,
Item one china cupboard top adjudicated to Sr. Laporte for three livres	3,
Item forty odd posts adjudicated to Sr. Olivier Marchand for one hundred and fifty-six livres	156,
Item one cart with its wheels adjudicated to Sr. Olivier Marchand for one hundred and twenty livres	120,



Item one dung-cart with its wheels adjudicated to Sr. Lesassier for thirty-eight livres	38,
Item one four wheel charriot adjudicated to Sr. Villars for one hundred and one livres	101,
Item one cart with its iron bound wheels adjudicated to Sr. Villars for one hundred and twenty livres	120,
Item another cart id. adjudicated to Sr. Villars for one hundred and twenty livres	120,
Item two dung-carts with no wheels adjudicated to Sr. Villars for fifty livres	50,
Item eight dung-carts and two carts all with wheels and the whole in very poor conditions, adjudicated Sr. Lessassier for one hundred and twenty-nine livres	129,
Item two she goats, one engine, one old dung-cart adjudicated to Sr. Bertaud for thirty-seven livres	37,
Item fifty odd planks adjudicated to Sr. Villars for eighty livres	80,
Item thirty-two odd planks adjudicated to Sr. Lesassier for fifty-seven livres	57,
Item thirty damaged pieces of lumber, adjudicated to Sr. Villars for ninety-one livres	91,
Item thirty-one small pieces of lumber adjudicated to Sr. Villars for thirty-one livres	31,
Item three yokes with their "emblems," pegs and leather attachments adjudicated to Sr. Villars for forty-two livres	42,
Item nine hogsheads adjudicated to Sr. Raguet, Jr., for thirty-two livres	32,

Sale closed at  
6 P. M.

And it being that it is about six o'clock P. M. the continuation of the present sale will be resumed to-morrow morning, and

we have signed.

(signed) Villars - Lenormand - Garlic - Raguet - Lafreniere  
- Delachaise

November 17.  
Sale resumed at  
9 A. M.

And on the seventeenth day of November of said year at nine o'clock in the morning said sale was resumed on request and in presence of the persons here above mentioned; and having announced to-day said sale by the beating of the drum in every part of the city, and having found there numerous bidders, we have proceeded as follows:

First have been exhibited and put up for sale seven empty barrels adjudicated to Sr. Olivier Marchand for thirteen livres	13,
Item eight barrels id. adjudicated to Sr. Villars for seventeen livres	17,



Item nine empty hogsheads adjudicated to Sr. Villars for five livres	5,
Item two hundred pieces of wood adjudicated to Sr. Villars for six livres	6,
Item three ropes adjudicated to Sr. Villars for eighty-one livres	81,
Item six pails and two lime buckets adjudicated to Sr. Villars for fifteen livres	15,
Item six pails and two buckets adjudicated to Sr. Villars for fifteen livres	15,
Item two "sabots" for hauling wood adjudicated to Sr. Villars for ten livres	10,
Item about one hundred and fifty thousand broken bricks adjudicated to Sr. Grondel for nineteen hundred livres. (signed) Grondel	1900,
Item one cart with its wheels adjudicated to Sr. Villars for one hundred livres	100,

Sale closed  
at noon.

And it being that it is about midday, said sale has been postponed until this afternoon, and we have signed.

(signed) Raguet - Villars - Garic - Lenormand - Lafreniere  
- Delachaise

1759

January 22.

Sale is continued  
on the plantation.

And on the twenty-second day of January, at eight o'clock in the morning, on request and in presence of the persons here above mentioned, on resuming the above said sale, We Councillor Commissioner above mentioned with Mr. Procurer General of the King, the Greffier and the Huissier of the Council, went to the plantation\* of said Succession, and having found there numerous bidders, and said sale having been announced and advertised to-day by the beating of the drum, were put up for sale:

First fifty-five pieces of cypress lumber 18 feet long and 4x4 inches thick adjudicated to Sr. Villars for one hundred and seventy livres	170,
Item another supply of forty-nine pieces of same lumber adjudicated to Sr. Olivier for one hundred and fifty livres	150,
Item another supply of fifty-two pieces of lumber id. adjudicated to Sr. Villars for two hundred and five livres	205,
Item fifty-two pieces of lumber id. adjudicated to Sr. Villars for one hundred and ninety livres	190,
Item thirty-five pieces of same lumber adjudicated to Sr. Olivier for one hundred and forty livres	140,
Item thirty-four pieces of lumber 28 feet long and 7x8 inches thick, adjudicated to Sr. Delachaise for five hundred livres	500,

\*We are not able  
to say where this  
plantation was  
situated.—H. P. D.



Item eighteen pieces of same lumber adjudicated to Sr. Villars for three hundred and five livres 305,

Item forty pieces of lumber 20 feet long and 8x9 inches thick adjudicated to Sr. Villars for four hundred and seventy-five livres 475,

Item eighty-three pieces of lumber 12 feet long and 4x8 inches thick adjudicated to Sr. Delachaise for three hundred and twenty livres 320,

Item eighty-seven pieces of lumber of various length and thickness adjudicated to Sr. Olivier for two hundred livres 200,

Item sixty-nine pieces of lumber 12 feet long and 4x8 thick adjudicated to Sr. Villars for three hundred and one livres 301,

Item thirty thousand bricks adjudicated to Sr. Chauvin for five hundred and thirty livres 530,

Item thirty thousand bricks adjudicated to Sr. Olivier for five hundred and thirty livres 530,

Item thirty thousand id. adjudicated to Sr. Villars for four hundred livres 400,

\*There is nothing to indicate what is meant by "coal." It is the first mention of it we have found so far in our records. It is possible it was charcoal.—H. P. D.

One hundred and twenty-seven "quarts" of coal\* adjudicated to Sr. Villars for three hundred and eighty-one livres 381,

Item one hundred "quarts" of coal adjudicated to Sr. La Chaise for three hundred and one livres 301,

Item another one hundred "quarts" of coal adjudicated to Sr. Villars for three hundred and one livres 301,

Item thirty-five thousand tiles adjudicated to Sr. Villars for three hundred and fifty livres 350,

Item twenty-eight thousand flooring-tiles adjudicated to Sr. Villars for four hundred livres 400,

Sale adjourned at noon.

And it being that it is about midday the continuation of the present sale has been postponed to this afternoon and we have

signed.

(signed) Lenormand - Villars - Delachaise - Lafrenier - Raguet

January 23.  
Sale resumed at  
8 A. M.

And on the twenty-third day of said month and year, at eight o'clock in the morning, on resuming said sale, on request and in presence of the persons here above mentioned,

were offered for sale:

First twenty-nine pieces of cypress lumber 22 feet long and 6x8 inches thick, adjudicated to Sr. Olivier for two hundred livres 200,



Item thirty pieces of same lumber adjudicated to Sr. Villars for two hundred and thirty livres	230,
Item four hundred rafters 20 feet long adjudicated to Sr. Villars for eight hundred and ten livres	810,
Item twenty-two pieces of lumber 22 feet long and 7x8 inches thick adjudicated to Sr. Villars for one hundred and twenty livres	120,
Item eighteen pieces of lumber id. adjudicated to Sr. Villars for one hundred and ten livres	110,
Item nineteen pieces of lumber id., adjudicated to Sr. Olivier for one hundred and thirty-five livres	135,
Item twenty-two pieces of same lumber adjudicated to Sr. Villars for one hundred and twenty livres	120,
Item twenty-four pieces of same lumber adjudicated to Sr. Villars for one hundred livres	100,
Item twenty-seven pieces of lumber 15 feet long and of various thickness adjudicated to Sr. Olivier for fifty-five livres	55,
Item twenty-three pieces of same lumber adjudicated to Sr. Villars for sixty livres	60,
Item twenty-five pieces of same lumber adjudicated to Sr. Olivier for ninety livres	90,
Item twenty pieces of lumber id. 20 feet long, adjudicated to Sr. Borel for one hundred and five livres	105,
Item Twenty-two pieces of lumber id. adjudicated to Sr. Delachaise for one hundred and sixty livres	160,
Item twenty-one pieces of lumber id. adjudicated to Sr. Villars for seventy livres	70,
Item thirteen pieces of lumber id. adjudicated to Sr. Villars for forty livres	40,
Item twenty-three pieces of same lumber adjudicated to Sr. Borel for seventy-five livres	75,
Item twenty-one pieces of same lumber adjudicated to Sr. Villars for seventy-five livres	75,
Item thirty pieces of lumber id. adjudicated to Sr. Villars for one hundred livres	100,
Item twenty-one pieces of lumber id. adjudicated to Sr. Villars for sixty livres	60,
Item eighteen pieces of lumber id. adjudicated to Sr. Villars for seventy livres	70,
Item nineteen pieces of lumber id. adjudicated to Sr. Villars for ninety livres	90,
Item six wooden-horses adjudicated to Sr. Delachaise for forty-five livres	45,
Item fifty rafters in poor condition adjudicated to Sr. Olivier for thirty-five livres	35,
Item another batch of rafters adjudicated to Sr. Borel for eighty livres	80,



Item one batch of splinters and other old wood adjudicated to Sr. Villars for forty livres	40,
Item sixty old planks adjudicated to Sr. Dubois for forty livres	40,
Item one hundred planks in poor condition adjudicated to Sr. Olivier for ninety-five livres	95,
Item one hundred and sixty planks in poor condition adjudicated to Sr. Villars for one hundred livres	100,
Item one batch of splinters and joists adjudicated to Sr. Dubois for eighty livres	80,
Item one batch of planks and joists in poor condition adjudicated to Sr. Delachaise for eighty-five livres	85,
Item one supply of joists adjudicated to Sr. Villars for two hundred livres	200,
Item another supply of joists adjudicated to Sr. Villars for ninety livres	90,
Item one batch of wood adjudicated to Sr. Villars for eighty livres	80,

Sale adjourned  
at noon.

And it being that it is past midday, We have postponed the continuation of the present sale to this afternoon and have signed.

(signed) Lenormand - Raguet - Villars - Lafreniere - Delachaise.

Sale continued at  
2 P. M.

And on said day, month and year at 2 o'clock in the afternoon, on resuming the above said sale, on request and in presence of the persons here above mentioned, having gathered there numerous bidders, have been put up for sale:

First one hundred and six pairs of hinges without hooks adjudicated to Sr. Villars for three hundred and eighteen livres	318,
Item thirty-nine pairs of old hinges and an odd one without hooks, five large pulleys, seven locks with their keys and seven bolts adjudicated to Sr. Villars for one hundred and forty-five livres	145,
Item twenty pairs of knobs and an odd one, five small bolts, three complete latches without catchbolts, seventeen pairs of hooks and an odd one, seven pairs of stands, seven pairs of tourniquets, sixteen knobs, six pairs of window-tourniquets, five cramp-irons, fourteen rivets and twenty-three small files adjudicated to Sr. Villars for one hundred and two livres	102,
Item six large bolts, two medium size bolts and seven other bolts, thirty loose bolts, seventeen small bolts eight inches long, seventeen cramp-irons, seventeen pipes, sixteen knockers, fifteen door-knobs, sixteen	



- handcuffs, ten catchbolts, thirteen cramp-irons, forty-seven hooks adjudicated to Sr. Villars for one hundred and seventy-seven livres 177,
- Item sixteen double doors adjudicated to Sr. Villars for five hundred and twenty-four livres 524,
- Item twenty-six two-shutter windows and twenty-six sashes adjudicated to Sr. Villars for five hundred and twenty-five livres 525,
- Item twenty window sashes, twenty-six transoms and twenty-three windows adjudicated to Sr. Villars for two hundred and sixty-nine livres 269,
- Item ten glazed window sashes and thirty-six shutters for garret-windows adjudicated to Sr. Villars for one hundred and fifty-seven livres and ten sols 157, 10s.
- Item two hundred boards ten feet long planed and whitewashed on one side, one hundred boards 12 feet long, four hundred id. 10 feet long and two hundred id. 12 feet long adjudicated to Sr. Villars for eighteen hundred and thirty livres 1830,
- Item twelve boards 12 feet long, eight damaged boards, two hundred and eighty-eight boards 8 feet long some damaged and others in good condition, five hundred and four boards 12 feet long some damaged and others in good condition adjudicated to Sr. Villars for eleven hundred and forty-seven livres 1147,
- Item seven hundred and eight boards 10 feet long, partly damaged, adjudicated to Sr. Villars for one thousand and sixty-two livres 1062,
- Item six hundred and eighty boards 10 feet long, some damaged and others in good condition and two hundred and eighty planks idem, adjudicated to Sr. Villars for fourteen hundred and sixty-one livres 1461,
- Item fifteen planks whitewashed on one side, twenty-eight others not whitewashed, and five hundred and seventy-six planks 10 feet long some damaged and others in good condition, adjudicated to Sr. Villars for eight hundred and eighty livres 880,
- Item four hundred and eighty boards 10 feet long, some damaged and others in good condition, and four hundred and twenty boards 12 feet long also some damaged and others in good condition adjudicated to Sr. Villars for eleven hundred and twenty-five livres 1125,
- Item two hundred and thirty-five odd boards adjudicated to Sr. Villars for eleven hundred and sixty-eight livres and ten sols 1168, 10s.



Sale adjourned at  
6 P. M.

Marginal Remark:  
The total proceeds  
of the sale up to  
this day is  
433964 — 10.

1759

February 4.

Sale resumed at  
8 A. M.

Cattle at Barataria.

And it being that it is six o'clock P. M.  
the present sale has been adjourned and we  
have signed.

(signed) Villars - Lafreniere - Lenormand

And on the 4th of February of said year  
at eight o'clock in the morning continuing  
the above said sale on request and in pres-  
ence of the persons here above mentioned  
and undersigned after having published and  
advertised at the customary places and hav-  
ing announced to-day by the beating of the drum that the sale  
was going to be resumed, we proceeded as follows to the sale of  
a quantity of cattle that are at Barataria:

First we have advertised the sale of one hundred  
and fifty heads of cattle, more or less, most of which  
are scattered, and that have been adjudicated to Sr.  
Villars, as the highest and last bidder, for the sum  
of eight thousand livres, of which sum he promised  
to give account to the Succession, under the same con-  
ditions as decreed for the rest of the sale; which was  
accepted by Mr. Lafreniere and Mr. Procureur General  
of the King, considering that it is impossible to catch  
said cattle alive and that it will be necessary to kill  
them with a gun,

8000,

Closing of sale.

That is all that was found for  
sale of said Succession, said sale  
amounting to the sum of..... (blank)

Performed and decreed at New Orleans on said day, month  
and year and have signed.

(signed) Delachaise - Villars - Lafreniere - Raguet - Lenor-  
mand

March 13.

Sale reopened for  
the adjudication of  
some mules arrived  
from Natchitoches.

And on the thirteenth day of March one  
thousand seven hundred and fifty nine pro-  
ceeding to the continuation of the present  
sale at the Registry of the Superior Council  
of this province, on petition of the heirs of  
said Succession who have requested to offer for sale some mules  
belonging to said Succession and that have just arrived from  
Natchitoches, we have acted as follows:

First has been offered and put up for sale one  
white mule adjudicated to Sr. De la Chaise, Jr., for one  
hundred and thirty-five livres

135,

Item one mule adjudicated to Sr. De la Chaise,  
Jr., for one hundred and thirty-five livres

135,

Item one mule adjudicated to Sr. De la chaise,  
Jr., for one hundred and sixty-five livres

165,



Item one small mule adjudicated to Sr. De la Chaise, Jr., for sixty-five livres	65,
Item another small mule adjudicated to Sr. De la Chaise, Jr., for sixty-five livres	65,
Item a large mule adjudicated to Sr. De la Chaise, Jr., for ninety livres	90,
Item another mule adjudicated to Sr. De la Chaise, Jr., for one hundred and thirty-five livres	135,
Item another mule adjudicated to Sr. De la Chaise, Jr., for one hundred and fifteen livres	115,
Item another mule adjudicated to Sr. De la Chaise, Jr., for one hundred and thirty-five livres	135,
Item another mule adjudicated to Sr. De la Chaise, Jr., for one hundred and thirty-five livres	135,
Item another mule adjudicated to Sr. De la Chaise, Jr., for one hundred and fifty-five livres	155,
Item another mule adjudicated to Sr. Villars for one hundred and twenty livres	120,

That is all that was found for sale.

Final closing of Sale  
on March 13th, 1759.

\*These amounts do  
not agree.—Ed. La.  
Hist. Qy.

Performed and decreed at New Orleans the said day, month and year, the said sale amounting to the sum total of (literal quotation: "quatre Cens Trente mill Trente quatre livres dix sols") four Hundred and Thirty Thousand and Thirty-four livres and ten sols,\* which sum remains in the hands of the undersigned Greffier to be remitted to whom it will belong and have signed.

(signed) Raguet - Lafreniere - Villars - Delachaise - Lenormand.

Total of the Sale .....	*439384 - 10
The dwelling house .....	130000 - ..
	<hr/> 569384 - 10

\*Document in good condition.

#### RECAPITULATION

##### Negroes:

93 negroes, 73 negresses, 21 children, 1 infant 375,822

##### Animals

150 head of cattle, 21 oxen, 20 mules, 4 bulls,  
1 horse, 2 she-goats..... 14,388

##### Lumber:

Joists, cypress piles, boards of varying lengths  
and widths, rafters, shingles, shutters, window  
sashes, transoms, double doors..... 18,696 20s.



Bricks:

240,000 bricks, 150,000 broken bricks, 80,000 unbaked bricks, 5000 earthen paving tiles, 64,000 floor tiles, 21 brick moulds..... 8,541

Sugar:

6 barrels brown sugar; 5 hogsheads brown sugar ..... 1,495

Barges:

1 8-oar barge; 2 6-oar barges..... 6,100

Scrap iron, scale and weights, one keg nails... 1,883

Implements:

Hatchets, spades, saws, shovels, scythes, small files, work-benches, two smithies consisting of anvils, bellows, etc., wheelbarrows, carts, yokes, hinges, pulleys, locks, keys, bolts, window tourniquets, knobs, rivets..... 12,007

Kitchen utensils..... 56

Three guns, 2 flints ..... 315

Miscellaneous:

Corn grain, empty barrels and hogsheads, "coal," etc..... 1,440 10s.

Total of the sale..... 440,743 30s.

The dwelling-house ..... 130,000

(Grand total)..... 570,743 30s.





## THE ROCHEBLAVES IN COLONIAL LOUISIANA

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By E. FABRE SURVEYER

One of the Judges of the Superior Court, Province of Quebec

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### INTRODUCTION\*

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In April, 1928, Judge Surveyer delivered an oral address before the Louisiana Historical Society in the Sala Capitular at the Cabildo, New Orleans. His subject was *Philippe François de Rastel de Rocheblave*, and at the request of the Society, the Judge prepared a synopsis of the address. The members were greatly interested and a movement was started to endeavor to find additional data on the Rocheblaves. Mr. R. W. Colomb, Secretary of the Society, was indefatigable in this effort. The late Heloise H. Cruzat was consulted and also Miss Porteous. Judge Surveyer was himself not idle and the data accumulated in these researches was sent to the Society. In 1929, Judge Surveyer furnished another paper entitled *Paul de Rastel de Rocheblave* from data compiled for him by Mr. John N. D'Arcy of Ottawa, and in May, 1929, this was read before the Society by Mr. Paul Villere of New Orleans, an active member of the Society.

We have combined these several papers with a view of coordinating the whole under the title of this paper. We have not, however, made any changes in the work save those necessary to bring them together as one paper.

While much material was gathered in these papers, the subject was not exhausted and we were hopeful of adding more data. This has not been realized and we have concluded not to delay the publication. The readers of the Quarterly, we are confident, will enjoy the interesting story of the Rocheblaves. It will be noted that the paper on Paul de Rocheblave makes no reference to the sources of the material, but we believe the compiler must have made use of Baron Marc de Villiers du Terrage's famous book on the last years of French rule in Louisiana, *Les Derniers Années de la Louisiane*. De Villiers covers the story as told in our paper and shows also that Governor Kerlerec did himself a great disservice in banishing Rocheblave, Rochemore and others

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\* By Henry P. Dart, late editor of *Louisiana Historical Quarterly*.



to France, for this put them in touch with the home authorities. The influence of the powerful family of de Rochemore was exercised to pull down Kerlerec, who was recalled to France where he was prosecuted, convicted and banished from Paris. The narrative of these events by de Villiers excites sympathy for the unfortunate last Royal Governor of Louisiana. His successor, D'Abbadie, was not officially named Governor, and Aubry, who succeeded D'Abbadie, never enjoyed that title.

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PHILIPPE FRANCOIS DE RASTEL DE ROCHEBLAVE<sup>1</sup>

On the sixth of February, 1720, Jean Joseph de Rastel de Rocheblave, seigneur of Savournon, Bersac and Mourmoirière, some time captain in the Dauphiné regiment, married Françoise Elizabeth Diane de Dillon, issue of a younger branch of the Lords Viscounts of that name in Ireland, daughter of Jacques de Dillon, captain of grenadiers in the Dillon regiment, and of Elizabeth de Gillier. The marriage took place at Savournon, near the town of Gap.

In 1752, twenty children (fourteen boys and six girls) had been born to the couple, twelve of whom were still living. The eldest son, Jacques Arthur, had been killed in April, 1744, whilst lieutenant in the regiments of Ile de France, in the attack on the intrenchments of Villefranche. Another, Augustin Alippe, then twenty-two, was stated to be studying for priesthood. The second daughter became an Ursuline nun at Gap; two joined the Ladies of St. Cyr, the elder dying six years after her admission; three of the daughters married at an early age, so that in 1752 the eldest of the daughters, being also the eldest child, was the only marriageable one.

The nobility of the family went back to 1267, from the name of de Rastel or du Rastel, in Latin *de Rastello*. The children's tenth ancestor, Sieur Raimond de Rastel, chevalier, seigneur of the land of Rocheblave, took the oath of fealty on the 3rd Ides of September, 1274. The coat of arms was: azure ground with an argent pale, raked with sand (or streaked as by rake prongs), supported by two golden lions confronting each other.

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<sup>1</sup> Synopsis of address delivered before the Louisiana Historical Society, April 18, 1928, by E. Fabre Surveyer.



Of the fourteen sons of Jean Joseph de Rastel de Rocheblave and Françoise Elizabeth Diane de Dillon, three were destined to come to America; the fourth, Philippe François, the fifth, Pierre Louis, and the seventh, Paul.

We may deal in a few words with Pierre Louis, who was born on July 13, 1729, and in 1752 was lieutenant in the Royal Volunteers of Belloy. He became an officer in the navy and on September 30, 1760, he married, in Montreal, Marie Joseph Duplessis, daughter of Charles Denis Regnard Duplessis de Morampon, submajor of the colonial troops, who in 1749, had been appointed provost of the marshalls of Canada, and Geneviève Elizabeth Guillimin, of Quebec. A daughter, Marie Geneviève, was born to them in Montreal, on August 20, 1761. Pierre Louis de Rocheblave and his family left Canada shortly afterwards and he became governor of Goree, in Africa.

We would not have mentioned at such length Pierre Louis de Rocheblave, but for the fact that many of the deeds—or misdeeds—attributed by Illinois and Wisconsin historians to Philippe François de Rocheblave, are probably the acts of Pierre Louis.

Of Paul, we will also speak briefly. He was born on November 20, 1731. In 1752, he was a lieutenant in the Ile de France regiment. About 1758, he was in New Orleans, where he married the eldest daughter of François Goudeau and Marie Pascal. François Goudeau, a royal surgeon, was sent to France on the ship "La Fortune" which was taken by the English. He was made a prisoner and died in jail at Plymouth toward 1758. In 1759, Paul de Rocheblave was appointed tutor to his wife's brothers and sisters. In 1762, de Rocheblave was in Louisiana in the employ of the French government. Some seven years later, he was imprisoned in the Bastille, in Paris, for a trivial offense (a slander against the governor, or something similar). He came back to Louisiana, where in 1783 he was condemned to five years deportation for having pillaged a ship.<sup>2</sup> Gayarre mentions him in a few severe words. However, Rocheblave street, in New Orleans, was either named after him or after his older brother, Philippe François.

Philippe François was born on March 23, 1727. The official report dated 1752 said that he intended to study for the priesthood, which is doubtful. In the obituary of his son Pierre, in 1840, a Montreal paper says that Philippe François was an officer

<sup>2</sup> See Miss Porteous's account in the *Louisiana Historical Quarterly* of July, 1925.



in the battle of Fontenoy, on May 11, 1745. A year later he secured, presumably in view of distant travels, a certificate of nobility. In 1748, he was put on half pay and went off to the French Antilles, under the command of François Raynaud, count of Villenard.

The deeds attributed to de Rocheblave from 1755 to 1762, may not be those of Philippe François; but on May 22, 1763, Pierre Noyon de Villiers, commandant major of the Province of the Illinois, orders de Rocheblavé (Philippe François) then lieutenant in a company of detached marine troops, to go from Fort Chartres to Fort Massiac to replace Sieur de Clouet. The same year he retires from the army with the half pay of a lieutenant and goes to Kaskaskia, a village founded in 1700 on the banks of the Mississippi, settling there as a trader. There, on April 11, 1763, he married Marie Michel Dufresne, daughter of Jacques Michel Dufresne, militia officer in the parish.

When the Illinois country surrendered to the British in 1765, de Rocheblave took the oath of allegiance to the King of Spain. On May 16, 1766, he was placed in command of Fort Saint Genevieve, where in 1767, he ordered the deportation of Father Meurin, a French Jesuit sent by the Bishop of Quebec, declaring: "I know no English Bishop here in a post which I command; I wish no ecclesiastical jurisdiction other than that of the Archbishop of San Domingo." He introduced courts of justice and administration at St. Genevieve, registered marriages and performed forced sales of land. Irregularities, however, were found in his accounts; he was sued, dismissed by Governor O'Reilly, and fell into disgrace.

Towards 1773, he returns to Kaskaskia, posing this time as a British subject. He remained there until July 4, 1778, when the fort, which was then under his command, was captured in a night attack by Colonel George Rogers Clark. De Rocheblave, who was in bed, was taken prisoner and sent under escort to Williamsburg, Virginia, and there released on parole. He escaped, however, and fled to New York.

Under the British rule, de Rocheblave sought to impress upon the authorities the advisability of securing the Illinois country and taking New Orleans. As his knowledge of the country was invaluable, the British authorities kept him going by allowing him to hope for the post of governor of New Orleans. On October 7, 1787, he wrote to Governor Haldimand a long letter



in his usual strain, winding up with the following words: "As soon as the Spaniards have seen the danger, they will clamour for peace, the pillage of some posts on the Red River or of the Arkansas who go to New Mexico shall make an impression upon an army which is naked and without pay and deprived of its last hope—that of securing land. The rebels will be invested, the English of the Mississippi, who in spite of their being abandoned are seeking to break the Spanish yoke, will not delay in asserting themselves, and New Orleans, attacked from above could not resist".

About 1783, de Rocheblave went to Kaskaskia and Chicago and brought his wife to Canada, one of his sons at least remaining at Kaskaskia. He settled at Varennes, on the St. Lawrence, some thirty miles below Montreal. In 1792, he was made a member of the Parliament of Lower Canada, recently created, and remained a member until his death, which took place at Quebec on April 3, 1802. Two of his sons were also members of Parliament.

Perhaps it is he, and not his brother Paul, who gave his name to a street of New Orleans.

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#### PAUL DE RASTEL DE ROCHEBLAVE<sup>3</sup>

Although the de Rocheblave brothers, Philippe François and Paul, in some respects might well be regarded as two of the most colourful characters who have contributed to the history of North America, during those hectic and yet romantic days of colonization in the eighteenth century, nevertheless remarkably little information that is at all coherent or even consistent, has been preserved about them. Philippe François, who at the death of his father, came into the right of the title of Marquis, and who is perhaps best remembered as the last British Commandant of the Illinois, seems to have been the more outstanding of the two brothers, and certainly is featured more prominently throughout what little record there remains to us concerning this old French family. With regard to Paul, however, although there seemed to have been practically nothing of consequence, with regard to his activities in Early Louisiana, retained either by memory or by writing, recent searches made at the Dominion Archives at

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<sup>3</sup>Read before the Louisiana Historical Society by Paul Villeré Esq., March 29, 1929. Compiled by Mr. John N. D'Arcy of Ottawa, for Hon. E. Fabre Surveyer.



Ottawa, and information obtained from descendants of his now living in Florida and Louisiana, have helped to throw a little light upon this subject.

Paul de Rastel de Rocheblave, a son of Jean Joseph de Rastel, Seigneur de Rocheblave and de Savournon, and of Dame Diane Françoise Elizabeth Dillon, his wife, is described as having been a man of about five feet four or five inches in height, with a rather round, full face, and brown hair; he had square shoulders, a good military figure, and appeared to be rather reserved and shy in his manner. With regard to his personality, he is depicted as being very stubborn and obstinate, as having been quite unscrupulous, and a bitter enemy. He seems to have been a clever enough man in his way, and energetic. As de Kerlerec, the Governor of New Orleans, in his report to the King of France, said, had he used his ability and persistency in the proper direction, and known enough to save his money, he could very easily have returned to France a wealthy man, even though he had landed in the country without a penny.

Paul de Rocheblave first came to America from France in the year 1751, landing at New Orleans with his brother Philippe François. Both young men were immediately inducted into the military department of the French Colony, as Ensigns. The lives of these two brothers, almost from the beginning of their careers in the New World, became more widely separated in every respect as time went on. Only a few months after Philippe's appointment as an Ensign, he was promoted to a Lieutenancy, and not so very long afterwards we find him up North, serving under Charles de Langlade, who led his bands of savages from Lake Michigan to Fort Duquesne. On July the 9th, 1755, Philippe François distinguished himself at the battle of Monongahela, and won the praises of his chief, and from then on, year by year, up to 1759, reports of his activities around that district, which have been handed down to us, reflect very creditably on the conduct of this elder brother.

But in the meantime what was Paul doing? The grievances voiced by de Kerlerec, then Governor of New Orleans, appear to answer this question, though perhaps with some degree of prejudice.

Throughout the lengthy report which this Governor prepared, and which he sent to the King of France, there appears a vivid description of the conditions of government that existed



at that time in His Most Christian Majesty's colony. It seems that the whole district stretching from New Orleans to the Illinois was in a state of corruption and upheaval. And a great part of the blame is laid at the feet of de Rochemore, who was in charge of the two Posts of Mobile and the Illinois. De Kerlerec accuses this Commandant of deliberately neglecting to victual the supply stores with the most necessary provisions with the money that was granted to him for this purpose by the government, thus obliging the stores to buy from merchants at the most excessive prices, and moreover, of affording them very unsatisfactory facilities to procure their merchandise in this manner, thus incurring great expenses to the King.

This condition of affairs led de Kerlerec to make a thorough investigation into the matter, revealing that the greater part of the bills of exchange, supposed to be used for the expenses of the two posts under de Rochemore's supervision, were going instead to the accounts of certain officers of the army. In his report de Kerlerec mentions the names of seven captains, two lieutenants, and four or five Ensigns, as amongst those who were implicated in this fraudulent diversion of the government funds. And among the names is that of Paul de Rastel de Rocheblave.

This discovery on the part of the Governor, however, proved to be of minor importance in comparison with what he later uncovered. If not directly under the leadership of de Rochemore, at least sanctioned by him, de Kerlerec found certain subaltern officers—who were supposed to be under obligation to set an example in faithfulness and obedience, and who were expected to work in harmony with the will of their Governor for the good of the Colony—deliberately neglecting their duties, scorning and protesting against his jurisdiction, disregarding his orders, and actually attempting to dictate. Yet worse than this, he discovered that these officers had formed a Cabal with the express purpose of fostering an intrigue to deprive the people of their private rights, and for spreading sedition throughout the Colony.

The leader of this Cabal appears to have been a Captain Grondel, of the 2nd Swiss Regiment, and under his leadership riotous meetings were held, sedition and treason encouraged, and upon one occasion the most indecent propaganda spread against the Governor in front of the delegates he had ordered them to receive, which cast suspicion on his fidelity to the Colony. And so closely did the members of the Cabal stick together, that they



even went as far as intercepting the despatches of the Governor and Mr. Volant, the Swiss Commandant, when they found that they contained a report of the conduct of Grondel, their leader.

Lieutenant Mandeville, called by de Kerlerec the "fire-brand" of the party, was another member of the Cabal who featured prominently in their activities. On the 22nd of July, 1759, he broke up a meeting of Habitants who had collected together to endorse certain actions of the Governor and his council; yet not content with dispersing the assembly, he sought to instigate a revolt against the Governor, depicting him as a traitor who was endeavouring to found his own fortune upon the ruins of the Colony, and stating that he had made secret treaties with the enemies of the state to better his own position. But it was Paul de Rocheblave, perhaps the most persistent trouble maker included in this group of radicals, who gave the Governor at New Orleans the most cause for worry, and especially after de Kerlerec had taken the first steps to put down the insurrection.

When the members of the Cabal realized that de Kerlerec had become aroused by their activities, de Rocheblave and seventeen others drew up a statement in their defence, which they presented to the Governor. The conclusion of this petition, written at New Orleans on the 25th of June, 1759, was as follows:

"... We trust, sir, that you will focus your attention on our just supplications, which we have had the honour to draw up for you, and we beg you to believe that the sole motive which was the cause of our uprising, during such a critical time, was to prove to our King our everlasting fidelity, our zeal for his service, and also our regard for the welfare of his Colony".

De Kerlerec's reply to this petition, was the choosing of a policy so moderate, that even in time of peace and prosperity, it might easily have been regarded as feeble. At first he merely contented himself with threatening to arrest Major Belle Isle, who had seized the despatches of one of the Governor's delegates some time previous, and who had openly contradicted some of his orders. But this officer, instead of realizing his mistake, commenced to spread further seditious propaganda against de Kerlerec, arousing some sympathy for his cause, and then commenced to form a party against the Governor. This obstinacy on the part of Belle Isle, forced de Kerlerec to take a firmer stand against him, and the result was that his military rank came under



an order of suspension, pending confirmation from higher authority in France.

Meanwhile Grondel, de Rocheblave, and Mandeville, particularly, gave so much trouble, that the Governor was forced to take even further measures to suppress the Cabal. Grondel, who had already been ordered to prison by Commandant Volant, was confined to his estate by de Kerlerec, after the death of the former. Volant had, on his death bed, fervently prayed the Governor to continue the judgment against Grondel, on account of this officer's persistent rebellion against the state. The same sentence was passed on Mandeville, a punishment light enough, considering that it merely amounted to an exemption from military service, thus affording the offenders ample time to look after their affairs, and keep their negroes at work!

Paul de Rocheblave, however, gave such particular trouble, that de Kerlerec put him in prison. Yet out of respect to him and his family he permitted his wife and children to take up their quarters within the prison four or five days after de Rocheblave's arrest, where they were more comfortably established than in their own home! Moreover, the doors of the prison were kept open so that anyone might visit him, and he was also allowed to enjoy exercise out-of-doors.

During the course of his confinement, de Rocheblave stubbornly refused to show, or even pretend, moderation either in his speech or his actions. Indeed the more de Kerlerec attempted to coerce him, the more unmanageable he became. He wrote voluminous letters to Paris denouncing the Governor, although what he said did not amount to very much. For example he once wrote: "Last year, on account of provisions becoming a little dearer in price than usual, this shortage served him (de Kerlerec) as an excuse to gain his own ends . . ." And again: "He caused the Indians to travel to New Orleans and demand presents, merely to show the people that it was necessary to receive them . . ."

In speaking of his imprisonment, he said: "During the course of my captivity, my wife gave birth to a son in the prison, who became the companion of my innocence . . ." On the 17th of May, 1764, de Rocheblave wrote a pamphlet in defence of Grondel, dealing with his differences with de Billeau, differences, it is claimed, which ended in a duel between the two adversaries, who were both wounded, each accusing the other of treachery.



Previous to all this, however, in fact only two months after de Rocheblave had been condemned to prison, his liberty was offered to him upon the understanding that he held his peace, and behaved himself like a loyal subject of the Colony. But de Rocheblave refused, and when the same offer was made to him two months later, he refused as obstinately again. Yet, finally becoming convinced that the Governor was seeking the first opportunity to send him back to France, he asked for permission to be escorted to Pensacola, the Spanish Post. This was granted to him, and he was given a letter of recommendation to the Spanish Governor. Paul de Rocheblave now appeared contented to depart, and he left his prison on the 14th day of June, 1760, the very day of the departure of de Kerlerec for Mobile. But aroused by the Cabal, he returned the same day; protesting that he had not been allowed to leave his place of confinement by order of the King! And with renewed vigor he persisted in his faithfulness to the Cabal, and stuck to his prison by his own choice, and by his own obstinacy, up to the time he was sent to France with the rest of the offending officers!

In April, 1762, de Kerlerec received a confirmation from France, of his action in connection with the insubordination in Louisiana. He wrote to Belle Isle and d'Erneville the following letter:

"Sir:

Take notice that I have received a letter from the Duke de Choisel, dated the first of January last, which was endorsed by the King, confirming my action, and which deprives you of your rank and your services."

The despatches from France gave de Kerlerec full power to deal with all the insubordinate officers as he pleased. He could either send them back to France, or suspend the execution of the order, and grant a pardon to anyone who showed repentance. The moment these despatches arrived de Kerlerec clearly showed that he preferred a policy of clemency. For six weeks he delayed putting into effect the order of deportation, without finding on their part any sign of penitence. To the contrary, they became more obstinate, and spread around that the orders of which he spoke were false, that the Governor did not have enough credit to obtain such power, and that he was the same as a lost man. They began to look around for certificates to justify their conduct, and endorse their infamous slander which



they continued to utter, and sought by bribery votes of confidence on all sides; they even attempted to associate with their party the officers of the Regiment d'Angoumois who were on the point of arriving; but all without avail.

At length the good citizens of the King began to murmur and complain of the impudence of the Cabalists. All the Colony, indignant at their audacity, clamored for their punishment without delay, and at last de Kerlerec gave the order of deportation for the following officers: Bossu, Grandchamp, Grondel, de Rocheblave, Broutin, Mandeville, and d'Hauterive, making public the charges laid against them, namely of defrauding the Colony of 80,000 livres in Bills of Exchange. There were still others, whom many desired punished in a similar manner, and a request was made to de Kerlerec on the 30th of June, but he took no notice of it. "If I sent away all the offenders," said de Kerlerec, "whom would there be left in the Colony?"

Having embarked on the "Medee" for Bordeaux, with Captain Grandmaison, whom de Kerlerec had delegated to carry his despatches to court, the offenders (already so guilty that de Kerlerec thought not to suspect them of further misdemeanor) carried their activities even as far as taking advantage of the sickness of this officer during the passage, and adroitly filching the packet of letters he was intrusted with. They then proceeded to censor part of the letters, arranging them and altering them to suit their purpose, keeping them to send to persons whom they knew were seeking to find such evidence, with the object of arousing the enemies of de Kerlerec. This sort of strategy soon afterwards became the vogue in the Colony; the Governor's despatches were no longer respected. It is not an exaggeration to state that after the filching of the despatches from Captain Grandmaison, similar instances of dishonesty were repeated a hundred times. It was this kind of cunning that misled the public far more than the mere preaching of slander against him.

Upon the arrival of the Cabalists in France Mandeville and de Rocheblave, particularly, combined with Madame de Rochemore and her followers to establish a new clique for the purpose of continuing their attack upon de Kerlerec, and of distributing literature under the name of "Memoire à consulter," through which medium they attacked the most respectable of citizens, by having printed offensive and injurious articles.



However, in the Spring of the year 1765, de Kerlerec appeared to have triumphed. Favoured by the support of the Marechal d'Estrees, Captain Grondel was thrown into the Bastile on the 9th of May. Paul de Rastel de Rocheblave, ex-ensign of the infantry, and Marigny de Mandeville, ex-lieutenant, followed Grondel on the 11th. But the detention of these prisoners was not for long. Friends and relatives of the de Rochemore family soon succeeded in turning de Kerlerec's victory into defeat, for they were liberated on the 30th of the same month. Among those instrumental in securing their release were: Madame de Berulle, Mons. Dubuq, Mons. de Latouche-Treville and the Bishop of Damas, a prelate to the Pope.

It makes one wonder rather, if de Kerlerec, after all, was quite so justified in his dealings with the members of the Cabal!

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#### NOTES ON THE ROCHEBLAVE FAMILY\*

D'Hozier traces the nobility and antiquity of the Seigneurs de Rocheblave in Dauphiné from the surname of de Rastel or du Rastel, in Latin de Rastello, back to 1267.

Coat of arms: azure ground with an argent pale, raked with sand (or streaked as by rake prongs) supported by two golden lions confronting each other.

Postal cards showing the castle of Savournon, home of the Rocheblaves may be secured from M. Auguste Gros, bookseller, Serres, Hautes Alpes.

Paul de Rocheblave must have left France shortly after 1752, since in 1757, in New Orleans, he was already married to Mademoiselle Goudeau, daughter of François Goudeau, King's Surgeon in Louisiana, and Marie Pascal. François Goudeau was the son of Edme Goudeau, of la Rochelle, France, also a surgeon. His wife was probably the daughter of Barbin, storekeeper at La Balize in 1703, afterwards curator to vacant estates.

Paul de Rocheblave had two children, Adelaide, born in 1765 and who married Peter Alba (or Alva), and Francis, born in 1760. In 1782, both he and his wife were dead.

With regard to Rocheblave street, in New Orleans, J. G. de Baroncelli-Jaron, in his book "*Une Colonie Française en Louisiane*," says "Rocheblave street, for example, is named after a

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\* By E. Fabre Surveyer, Montreal, Canada.



colonel who, in 1768, deserved from Governor Kerlerec a most honourable mention for having defended bravely one of the distant posts of the colony against a dangerous opponent."

Francis de Rocheblave is mentioned in a law suit reported in 4 Martin, O. S., Louisiana Supreme Court Reports, pages 708 to 712, which was decided in 1817. He owned a large tract of land situated between Mississippi River and Bayou Saint John. In the same year 1817, Francis de Rocheblave (is it the same one or a son or a relative?) married Josephine Philibert, connected with the St. Martin family of Plaquemine Parish. He left Louisiana with his father-in-law and went to Escambia Bay, St. Rosa County, Florida, where he operated a tar, pitch, and turpentine industry. They left the place when the Indians and Negroes threatened to rise, and settled in Pensacola, Florida. To Francis de Rocheblave and Josephine Philibert (any connection with the Philibert of the Quebec golden dog?) were born: Adele, 1818, Peter, in 1820, Sophia, in 1822, Draurin, in 1823 (?), Blanche in 1824, and Delphine, in 1826, seven months after her father's death.

Adele or Adelaide married a dry goods merchant, Mr. McGee; Peter died unmarried; Sophia became the wife of a Naval Officer, Felix Grundy Mason; Delphine became the wife of Judge Charles N. Jordan. Her daughter married one de Bardelaben and still lives in Birmingham, Alabama. She has a son, P. H. de Bardelaben, residing at Madison, Wisconsin. Draurin married Florence Levellier. One of his daughters, Aline, is the widow of Robert E. Anson, Naval Officer of the Civil War. They had only one son, Benito Julian, who is a captain engaged in the Steamboat business in Pensacola, Florida.

About 1849, a law suit took place before the Courts of Grenoble, France, about some lands belonging to the Rocheblaves. Captain Willoughby, a descendant of the Rocheblaves, enforced the claims of some of the Canadian heirs and secured some of the lands. Some of the papers concerning the law suit, including a copy of the judgment, are in the presbytery of St. Sulpice, in Montreal.

N. B. It is plain that there were two Francis de Rocheblaves, Paul's son and another, probably the latter's son. In that case, Adelaide de Rocheblave who was emancipated in 1785, when she was 25 years of age, is not the same as Elodia, who married Peter Alba or Alva.



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## JEFFERSONIAN DIPLOMACY IN THE PURCHASE OF LOUISIANA, 1803

By R. A. McLEMORE

The effectiveness of Jeffersonian diplomacy in achieving the purchase of Louisiana has been generally minimized by students of the subject. It has frequently been asserted that the acquisition of Louisiana was the result of conditions over which Jefferson exercised no control and that his administration deserves little credit for the achievement.<sup>1</sup> Without deprecating the importance of other factors, it is the purpose of this paper to show that the diplomacy of the first republican administration deserves credit for using the means at its disposal to effect the purchase.

The unobstructed navigation of the Mississippi river was of much importance to the people living within its valley. Great Britain secured this right for its subjects at the close of the Seven Years' War. The thirteen colonies contended that the rights of England devolved to them, but this claim was never admitted by Spain. It was not until 1795 that the United States was able to secure a treaty with Spain. By the terms of this treaty the Americans were granted free navigation of the Mississippi with the indispensable right of deposit in "the Port of New Orleans for the space of three years from this time. . . ."<sup>2</sup>

The privileges secured to the United States by this treaty and the westward migration of people resulted in a tremendous increase in the American commerce passing through the port of New Orleans.<sup>3</sup> The port had become the entrepot of the west and the continued prosperity of the region depended upon the free navigation of the Mississippi river. No obstruction was offered to the increasing American commerce until October 16, 1802, when Juan Ventura Morales, intendant of New Orleans, issued

<sup>1</sup> Adams, Henry, *History of the United States of America, 1801-1817* (New York, 1889), II, p. 65. This very excellent work continues to be the most authoritative in the field. The conclusions reached have generally been accepted by succeeding writers. Among the general works which present the same viewpoint may be cited: Latane, John Holladay, *A History of American Foreign Policy* (New York, 1927), p. 101 ff.; Channing, Edward, *A History of the United States* (New York, 1927), IV, p. 298 ff.

<sup>2</sup> Bemis, Samuel Flagg, *Pinckney's Treaty: A Study of America's Advantage from Europe's Distress, 1783-1800* (Baltimore, 1926), pp. 3 ff., 410.

<sup>3</sup> Pelzer, Louis, "Economic Factors in the Acquisition of Louisiana." *Mississippi Valley Historical Association's Proceedings*, VI, p. 11 ff.



an order which deprived American shippers of the right of deposit at New Orleans.<sup>4</sup> This act aroused the westerners, whose very existence was threatened, to demand immediate action by the federal government.<sup>5</sup>

While the national government had not anticipated withdrawal of the right of deposit at New Orleans, its policy toward that territory had undergone a decided change just a few months before. The cause of this change of policy may be found in the treaty of retrocession between Spain and France of October 1, 1800, whereby the latter state reacquired possession of Louisiana. An attempt was made to keep the provisions of the treaty secret but authoritative knowledge of its contents quickly passed into the hands of American agents and finally into the possession of the secretary of state and the president.<sup>6</sup> Thomas Jefferson, who had viewed with some complacency the possession of Louisiana by a weak power, was immediately aroused at the potential threat to American security involved in the establishment by a strong nation of control of the Mississippi river and of the territory to the west of that stream. The avowed policy which the new republic intended to pursue as a result of the changed circumstances is found in a letter of the president addressed to Robert R. Livingston, United States minister at Paris.

In this letter Jefferson asserted that the possession of Louisiana by France "completely reverses all the political relations of the United States." The president pointed out that hitherto French and American interests had so far harmonized as to cause the European state to be considered the "natural friend" of the United States. But the executive continued, "there is on the globe one single spot, the possessor of which is our natural and habitual enemy." This was the port of New Orleans through which so much of the produce of the United States must pass to reach a market. Jefferson thought that the port might have been permitted to remain in the hands of Spain, because of "her pacific dispositions and public state," but that even Spain

<sup>4</sup> Extract of a Proclamation of Juan Ventura Morales, Intendant at New Orleans. *House Document*, 57 Cong., 2 sess., doc. no. 431 (Serial 4531), pp. 54-55. This document contains state papers and correspondence bearing upon the purchase of Louisiana. This is the most accessible source. *American State Papers*, Foreign Relations; the published papers of Thomas Jefferson, James Madison, James Monroe, Rufus King, Albert Gallatin and Napoleon Bonaparte contain valuable documents, most of which have been reprinted in this collection.

<sup>5</sup> Wm. C. C. Claiborne to the Secretary of State, Oct. 18, 1802; James Garrard, Governor of Kentucky, to the President of the United States, Nov. 30, 1802; *ibid.*, pp. 55-56; 57.

<sup>6</sup> Livingston to Madison, Dec. 10, 1801; Livingston to King, Dec. 30, 1801; King to Madison, Nov. 20, 1801; *ibid.*, pp. 9; 10; 8.



would have found it necessary to yield it in the end to the United States. In the hands of France he thought that the port would be a "point of eternal friction with us." In view of this fact the president foresaw an alliance of two nations "who, in conjunction, can maintain exclusive possession of the ocean." As an ally of Britain the United States would seize upon the first opportunity of a conflict in Europe to take possession of New Orleans. If France would avoid this possibility, Jefferson thought that a cession of Louisiana would be necessary. The smallest concession that would tend to "render immediate measures for countervailing such an operation by arrangements in another quarter" would be the cession of Orleans and the Floridas. Livingston was instructed to urge these considerations upon the French government on the proper occasion.<sup>7</sup>

Livingston had already been given instructions of the same tenor by the secretary of state.<sup>8</sup> Jefferson's letter to Livingston was entrusted to the care of Dupont de Nemours, who was given permission to read it and whose good offices were requested by Jefferson in the preservation of friendship between France and the United States.<sup>9</sup> Before the administration had received any information as to the effect of these communications, and several weeks before it had any knowledge of the revocation of the right of deposit by the Spanish intendant at New Orleans, instructions were sent Livingston to secure for the United States "on convenient terms, New Orleans and Florida."<sup>10</sup> At about the same time the president was writing Livingston that "we stand completely corrected of the error, that neither the government nor the nation of France has any remains of friendship for us."<sup>11</sup> It was evident that Jefferson was becoming more firmly convinced that an alliance with England offered the best means of protecting the interests of the country.

A few weeks after these instructions were sent to Livingston, the news of the cancellation of the right of deposit at New Orleans reached Washington.<sup>12</sup> This news created a furor throughout the country.<sup>13</sup> The unconfirmed rumors that Spain had ceded the territory to France resulted in the latter country

<sup>7</sup> Jefferson to Livingston, April 18, 1802, *ibid.*, pp. 15-18.

<sup>8</sup> Madison to Livingston, Mar. 16, 1802, *ibid.*, pp. 19-20.

<sup>9</sup> Jefferson to Dupont de Nemours, Apr. 25, 1802, *ibid.*, pp. 18-19.

<sup>10</sup> Madison to Livingston, Oct. 15, 1802, *ibid.*, pp. 52-53.

<sup>11</sup> Jefferson to Livingston, Oct. 10, 1802, *ibid.*, pp. 51-52.

<sup>12</sup> Claiborne to Madison, Oct. 18, 1802, *ibid.*, p. 55.

<sup>13</sup> Edward Thornton, British minister at Washington to Lord Robert Hawkesbury, British foreign secretary, Jan. 3, 1803, Robertson, James Alexander, *Louisiana Under the Rule of Spain, France and the United States, 1785-1807* (2 vols., Cleveland, 1911), I, pp. 13-18.



being held responsible by public opinion for the act. The administration, however, adopted the attitude that the act was an unauthorized one of a Spanish administrative officer.<sup>14</sup> Acting on this assumption the executive entered into those diplomatic negotiations which he deemed necessary to secure a restoration of the coveted privilege.<sup>15</sup> But the public and Congress were demanding even more drastic action. In order to further placate this group, to avoid any overt measures, and to emphasize the demands which had already been made upon France, the administration deemed it wise to send a special envoy to aid Livingston in the negotiation. James Monroe, a sound republican and administration supporter, was chosen for the mission.<sup>16</sup> Before Monroe could take his departure the temper of the country on the subject was strikingly manifested by a resolution submitted to the senate of the United States by Rose of Pennsylvania, providing that the executive be directed to take immediate possession of New Orleans.<sup>17</sup> It was an effort by the federalists to discredit the policy of the administration and to gain the support of the west but it lost nothing of its effectiveness on Europe because of this fact.

The instructions prepared for Monroe and Livingston authorized them to purchase Orleans and the Floridas.<sup>18</sup> Monroe, because of his first-hand knowledge of the feelings which had been aroused in the United States by the closure of the Mississippi river, was to urge the delicacy of the situation upon France.<sup>19</sup> In case the overtures of the agents met no response, they were to transfer their activities to the other side of the channel where it was hoped that they would be able to secure an alliance with England.<sup>20</sup>

President Jefferson's note, dated April 18, did not reach Livingston until the latter part of July, 1802.<sup>21</sup> Livingston had already been engaged in throwing every obstacle in the way of the completion of the transaction between France and Spain. He thought that the United States should show some "dissat-

<sup>14</sup> *Annals of Congress*, 1802-1803, p. 339.

<sup>15</sup> Madison to Pinckney, Nov. 27, 1802, *House Document* 57 Cong., 2 sess., doc. no. 431 (Serial 4531), pp. 63-65.

<sup>16</sup> Jefferson to Monroe, Jan. 13, 1803, *ibid.*, p. 68. Channing, *op. cit.*, IV, p. 315, has an interesting statement as to the reasons why Monroe was chosen for the mission.

<sup>17</sup> Madison to Monroe, Mar. 1, 1803; Monroe to Jefferson, Mar. 7, 1803; *House Document*, 57 Cong., 2 sess., doc. no. 431 (Serial 4531), pp. 113-114; 136-138.

<sup>18</sup> Madison to Livingston and Monroe, Mar. 2, 1803, *ibid.*, pp. 123-136.

<sup>19</sup> Madison to Monroe, Mar. 1, 1803, *ibid.*, p. 113.

<sup>20</sup> Madison to Monroe and Livingston, April 16 and 20, 1803, *ibid.*, pp. 175-180.

<sup>21</sup> Livingston to Sec. of State, July 30, 1802, *ibid.*, pp. 34-35.



isfaction on the subject" but felt that his instructions forbade him to adopt such a policy.<sup>22</sup> The letter from the president permitted Livingston to adopt a firmer tone in his communications with the French government. He immediately prepared a memoir for high officials of the French government in which he argued that France should not take possession of Louisiana. The closing sections of this memoir pointed out the inevitability of a conflict between France and the United States should the former persist in its intentions.<sup>23</sup> It is very probable that observations similar to these reached the first consul through the agency of Dupont de Nemours.

Livingston found that apparently his memoir did not change the intention of the French government to occupy Louisiana. He was sure, however, that in the end France would relinquish the country. The basis on which he rested this observation was that the colonies would prove to be a heavy drain on French resources and that peace in Europe would not be of "very long continuance."<sup>24</sup> As the days passed Livingston noticed and reported an ever widening breach between France and England. At the same time the actual embarkation of the expedition destined to take control of Louisiana was delayed for one cause or another.<sup>25</sup>

A number of events during the early part of 1803 combined to bring a change of the policy of the first consul in regard to Louisiana. The first week in January brought the news of the death of General Leclerc, commander of the French forces sent to subjugate Santo Domingo. That this news confirmed the prevalent rumor of the failure of French efforts to subjugate the island is undoubtedly true, but it is not so clear that this failure was responsible for the subsequent change in policy that led to the sale of Louisiana to the United States.<sup>26</sup> If we suppose that the reverse of the situation had been true and that France had brought the island under its control it is difficult to see how Napoleon's policy in regard to Louisiana would have been affected. It is extremely improbable that war with England could have been avoided and war with that power would have meant that Louisiana would have passed out of the hands of France.

<sup>22</sup> Livingston to Sec. of State, May 28, 1802, *ibid.*, pp. 29-30.

<sup>23</sup> Livingston to Sec. of State, Aug. 10, 1802, *ibid.*, pp. 35-50.

<sup>24</sup> Livingston to Sec. of State, Sept. 1, 1808 (? 1802), *ibid.*, p. 51.

<sup>25</sup> Livingston to Madison, Nov. 2, 11, Dec. 20, 1802; Jan. 24, Feb. 5, 1803; *ibid.*, p. 60 ff.

<sup>26</sup> Adams, *op. cit.*, II, p. 15 ff. This author presents the viewpoint that the purchase of Louisiana was made possible by the French failure in Santo Domingo.



The French ministers considered the possession of West Florida, with the Gulf ports located in that area, necessary to the control of Louisiana. Efforts to secure the cession of the Floridas from Spain had failed.<sup>27</sup> In January the French ambassador at Madrid was told that Bonaparte "should not have Florida."<sup>28</sup>

It has also been suggested that the restoration of the right of deposit to Americans at New Orleans by the Spanish government was a factor in the decision of Bonaparte to sell New Orleans. This was one of the causes which Talleyrand used to justify to Spain the sale of Louisiana to the United States when the former state lodged a protest against the alienation of the territory. This explanation rests upon the basis that the French government knew of the restoration of the right of deposit at the time the decision to sell Louisiana was made. The advocate of this theory points out the fact that there is no documentary proof for such an assertion but connects a chain of events that are very suggestive.<sup>29</sup>

It is doubtful whether these factors either singly or together would have been powerful enough to have brought Napoleon to the point of parting with Louisiana had not the very situation arisen in Europe that Jefferson had promised to take advantage of in his letter of April 18, 1802. English displeasure at the possession of Louisiana by France had been communicated to Rufus King, minister of the United States at London.<sup>30</sup> It certainly is improbable that the first consul was unaware of this hostility. But this was only one of a number of incidents that were tending to bring about a resumption of hostilities between the two European states. The publication on January 30 of Sebastiani's report on the military conditions in the east was evidently for the purpose of alarming England.<sup>31</sup> This was followed on February 20 by Napoleon's annual message to the Corps Legislatif which manifested a far from friendly attitude toward England.<sup>32</sup> The English government retaliated with what amounted

<sup>27</sup> Livingston to Sec. of State, Feb. 18, 1803, *House Document*, 57 Cong., 2 sess., doc. no. 431 (Serial 4531), pp. 99-103.

<sup>28</sup> Adams, *op. cit.*, II, p. 18.

<sup>29</sup> Whitaker, Arthur Preston, "France and the American Deposit at New Orleans." *The Hispanic American Historical Review*, XI, pp. 485-502. Adams, *op. cit.*, II, pp. 61-62, argues that the restoration of the right of deposit had nothing to do with the decision to part with Louisiana.

<sup>30</sup> King to the Sec. of State, May 7, 1802, *House Document*, 57 Cong., 2 sess., doc. no. 431 (Serial 4531), pp. 25.

<sup>31</sup> *Moniteur*, Jan. 30, 1803, quoted in Adams, *op. cit.*, II, 17. *Annual Register*, VI, pp. 742-752.

<sup>32</sup> *Annual Register*, VI, pp. 752-761.



to a virtual declaration of war in the king's messages to parliament of March 8 and 10, 1803.<sup>33</sup> It was probably the tone of these addresses which was responsible for Napoleon's actions in the conversation that took place with Lord Whitworth, English ambassador, on March 12, at the reception given in honor of the diplomatic corps. Livingston reported that the first consul came up to Lord Whitworth and said:

"I find my Lord, your nation wants war again." L. W.: "No, sir, we are very desirous of peace." First Consul: "You have just finished a war of fifteen years." L. W.: "It is true, sir, and that was fifteen years too long." Consul: "But you want another war of fifteen years." L. W.: "Pardon me, sir, we are very desirous of peace." Consul: "I must either have Malta or war." L. W.: "I am not prepared, sir, to speak on that subject and I can only assure you, citizen First Consul, that we wish for peace."<sup>34</sup>

Any hopes that may have been entertained of a continuance of peace must have been dispelled by this interview.

Napoleon immediately began to make preparations for the impending conflict. One of his first cares was to consider the future of the French colonies. Napoleon had received a very definite indication as to the policy the United States would pursue in regard to Louisiana in case France should become involved in a war from Livingston and also from the French minister in Washington.<sup>35</sup> The unanimity with which the United States would have supported such a policy had been made apparent as the result of the revocation of the right of deposit by the Spanish intendant at New Orleans. Immediate seizure of the port had been advocated in Congress and action had only been delayed by the expedient of sending out a special mission to negotiate with France for the cession of the territory.<sup>36</sup> If Napoleon refused to make the desired concessions he would only add to the number of his enemies. The French treasury was empty. It was logical for Bonaparte to sell the territory to the United States for such

<sup>33</sup> *Ibid.*, p. 646.

<sup>34</sup> Livingston to the President of United States, Mar. 12, 1803, *House Document*, 57 Cong., 2 sess., doc. no. 431 (Serial 4531), pp. 144-146. Whitworth to Hawkesbury, Mar. 14, 1803, *Annual Register*, VI, pp. 698-699. The correspondence of these two officials indicates how rapidly the two countries were drifting into an open rupture.

<sup>35</sup> Livingston to Citizen Bonaparte, First Consul, Feb. 27, 1803, *ibid.*, pp. 115-122; Pichon to Talleyrand, Jan. 24, Feb. 12, 17, 1803, quoted in Adams, *op. cit.*, I, pp. 437-443.

<sup>36</sup> Jefferson to Monroe, Jan. 13, 1803, *House Document*, 57 Cong., 2 sess., no. 431 (Serial 4531), pp. 68-69. Thornton to Hawkesbury, Jan. 31, 1803, Robertson, *op. cit.*, II, pp. 18-19.



a sum as he could realize, effecting the double purpose of improving the position of the French treasury and maintaining the neutrality of the United States in the approaching conflict.

Napoleon revealed his intention of carrying out such a policy to two of his ministers during the early part of April. On the tenth of that month he informed Decres and Barbé-Marbois of his plans and on the next day he commissioned Barbé-Marbois to open the negotiations with Livingston. The negotiations proceeded rapidly and the treaty of cession was signed on May 2, 1803.<sup>37</sup>

The fact that Jefferson was determined to go to the extreme of an alliance with England in order to prevent France from controlling the outlet to the Mississippi river and the public support which such a policy commanded in the United States was undoubtedly one of the strongest factors which determined Napoleon to sell Louisiana. It may have been the emperor's intention to force a restitution of the province after he had disposed of his European enemies, but at the moment it was clearly to the best interest of France for the state to placate the American republic and at the same time to improve the condition of its treasury.

<sup>37</sup> Barbé-Marbois, Francois Marquis de, *The History of Louisiana, particularly of the Cession of that Colony to the United States of America* (Philadelphia, 1830), p. 263; Adams, *op. cit.*, II, p. 26.





## AN ORIGINAL LETTER ON THE WEST FLORIDA REVOLUTION OF 1810

### INTRODUCTION\*

By WALTER PRICHARD

On October 24, 1810, John W. Leonard, a member of the West Florida Convention from the District of St. Helena, wrote a letter to his nephew, Dr. Edward Duffel, of Donaldsonville. This letter written from the Convention Hall in Baton Rouge, seems to throw some additional light on the course of the revolutionary movements of that year in West Florida.

The original letter has been in the possession of the Duffel family of Louisiana since its receipt by Dr. Edward Duffel in 1810. It is at present in the possession of Miss Louise Subra, of Donaldsonville, a great-granddaughter of the gentleman to whom it was addressed. A photostat copy of the original letter, together with copies of other interesting letters in the possession of the Duffel family, has been loaned to the Editor of the *Quarterly* through the courtesy of Mr. E. D. Seghers, of New Orleans, who is a descendant of the recipient of the letter of 1810.

John W. Leonard, the author of the letter, was descended from a line of Leonards who came from England to America in colonial days. They settled first in Massachusetts, some of the family later removing to New Jersey and New York. Samuel Leonard married Deborah West in Shrewsbury, New Jersey, in 1761. Six children were born of this union—three sons and three daughters. We know little of the career of Samuel Leonard, except that he was a man of considerable property, that he was a Tory in New York City during the War of the American Revolution, and that he, like many of his fellow Tories, suffered confiscation of his property after the withdrawal of the British forces. We know nothing of his subsequent career following the close of the Revolution. He died in New York City on February 13, 1800.<sup>1</sup>

John W. Leonard was one of the three sons of Samuel and Deborah (West) Leonard. We do not know the date of his birth,

\*The length of this introduction is justified by the prominence in Louisiana History of the Leonard and Duffel families.—Editor.

<sup>1</sup> From geneology of the Leonard family, and other family papers, in the possession of Mr. E. D. Seghers, of New Orleans, who has kindly placed this information at the disposal of the Editor of the *Quarterly*.



but it must have been in the middle 1760's, as there was at least one older child in the family. Nothing is known of his early career, until he came to New Orleans in 1804. He married in New Orleans, and his wife, whose name is unknown, died within a year or two, leaving no children. John W. Leonard never re-married. There is a tradition in the family that his wife positively refused to remove to St. Helena, and that she remained in New Orleans after he went to live in West Florida. Within a year or two after his arrival in New Orleans, he removed to the district of St. Helena in West Florida, where he established himself as a prominent planter and merchant.<sup>2</sup> The exact date of his settlement in St. Helena is unknown, but he purchased land there as early as September, 1805, and within the next few years became the owner, by purchase from original grantees or by actual settlement, of many other tracts of land within that district.<sup>3</sup>

He appears to have stood high in the esteem of the Spanish authorities of his district, for he was for a time a business partner of Jose Bernardo de Hevia, who was doubtless a relative of Francisco de Hevia, the commandant at Ticfau. Jointly they owned and operated "Union Estate," which appears to have been an extensive planting and mercantile establishment. This partnership was dissolved in 1809, Leonard buying out the interest of the de Hevia family, and becoming the sole proprietor of the land, cotton-gin, plantation store, etc.<sup>4</sup>

At the time of the outbreak of the revolutionary movements in West Florida in 1810, John W. Leonard was certainly one of the leading citizens of the St. Helena district. He was one of the four delegates elected from that district to the West Florida Convention, which convened at St. John's Plains on Wednesday, July 25, 1810, and adjourned on the 27th. He was also a member of the committee of five appointed by the convention to remain in continuous session at that place until the convention should meet again on the second Monday in August. This committee of five was instructed to draft a plan for the redress of grievances, in pursuance of a resolution adopted by the convention on Thursday,

<sup>2</sup> From Leonard family geneology and papers, as in footnote 1.

<sup>3</sup> *American State Papers, Public Lands*, Vol. III, pp. 48, 50, 51, 66, and 71, gives the list of his holdings and claims at the time the United States took over West Florida in 1810.

<sup>4</sup> Information from *Conveyance Records*, St. Helena parish, Greenburg, Louisiana, Book "B," page 74, with legal papers filed therewith, dated August 26, 1809.



July 26th, which plan was to be presented to the full convention when it reassembled.<sup>5</sup>

The convention reassembled on August 14th, and remained in continuous session until the 29th, when it adjourned to meet again on the first Monday in November. John W. Leonard was one of the signers of the "Address to the Governor," approved by the full convention on August 15th, and also of the "Address to the Inhabitants of the Jurisdiction of Baton Rouge," approved by the full convention on August 22nd.<sup>6</sup>

When the convention reassembled in September, on account of the suspected treachery of Governor Delassus, John W. Leonard took an active part in the proceedings. He was one of the signers of the "Declaration of Independence" for West Florida, voted by the full convention on September 26th, and he was a member of the committee of three appointed by the convention before it adjourned on October 10th, to act as a committee of safety during the recess of the convention, and to prepare a draft of a constitution for West Florida to be presented to the full convention when it should reassemble.<sup>7</sup>

On account of a threatened mutiny in the fort of Baton Rouge, having for its object the liberation of Delassus and the overthrow of the convention government, the full convention was called together in Baton Rouge on October 24th. This was the day on which John W. Leonard addressed his letter to Dr. Edward Duffel. This session of the convention adopted the constitution drafted by its committee of three. This constitution was to become effective the following month, and in the meantime an executive committee was appointed to remain in session at St. Francisville, to look after the affairs of the new State.<sup>8</sup>

When the legislature of West Florida, which had been elected under the new constitution on November 10th, met in St. Francisville John W. Leonard was made president *pro tempore* of the senate, which election may be considered as a distinct tribute

<sup>5</sup> See *National Intelligencer*, for August 24th and September 3rd and 24th, 1810. This paper quotes from the *Natchez Weekly Chronicle*, which kept a regular correspondent in West Florida after the beginning of the revolutionary movements.

<sup>6</sup> See *Ibid.*, for September 24, 26, 28th, and October 1, 1810, quoting from *Natchez Weekly Chronicle*, one of whose editors was in attendance at the sessions of the convention.

<sup>7</sup> See *Ibid.*, for October 19, 26, 31st, and November 9, 1810, for John W. Leonard's part in these proceedings.

<sup>8</sup> See *Ibid.*, December 1, 1810, quoting *Louisiana Gazette*. See also, Isaac Joslin Cox, *The West Florida Controversy, 1798-1813: A Study in American Diplomacy*, pp. 427-428, for movements in this period. See also, letter John W. Leonard to Dr. Edward Duffel, dated Baton Rouge, October 24, 1810, printed hereafter in this article.



from his fellow members. This legislative assembly elected Fulwar Skipwith governor of the new State on November 26th, and on the 29th he delivered his inaugural address to that body.<sup>9</sup>

Governor William C. C. Claiborne took possession of West Florida for the United States early in December, 1810, and the legislative assembly, of which John W. Leonard was a member, came to an end. He appears to have retired to his plantation in St. Helena following the end of the revolutionary movement in which he had played such a conspicuous part. His descendants state that he was one of the five members elected from West Florida to the legislature of the Territory of New Orleans in 1811; also that he was for a time a member of the legislature of the new State of Louisiana. The five members from West Florida were denied seats in the legislature of Orleans territory in 1811, and the writer of this article has been unable to find any documentary evidence to support the family claim that John W. Leonard was a member of this rejected group in 1811, or that he later served in the Louisiana legislature.<sup>10</sup>

Nothing definite is known of the subsequent career of John W. Leonard, except that he continued to reside on his plantation in St. Helena, devoting himself to his plantation and mercantile interests. During his last years his health was precarious, and he died in St. Helena parish, after a lingering illness, on November 1, 1818, leaving an estate consisting principally of about 9000 acres of land, the title to a part of which was uncertain because of the reluctance of the United States to confirm titles to lands derived from old Spanish grants, until after a thorough and rigid examination had been conducted.<sup>11</sup>

Samuel Leonard, an older brother of John W., also came to New Orleans, where he married Eliza Dobbs in 1809. Their daughter, Maria Leonard, married William L. Hutchinson of Georgia, and their daughter, Margaret Hutchinson, married a Mr. McClendon; and William Hutchinson McClendon, a son of this last couple, born December 25, 1855, is still living in Amite, Louisiana. Mrs. Dean, a granddaughter of Samuel Leonard, is now

<sup>9</sup> See Cox, *op. cit.*, p. 482. See also, *National Intelligencer*, December 29, 1810, quoting from *Natchez Weekly Chronicle* of December 3, 1810.

<sup>10</sup> Information from Leonard family papers, in the possession of Mr. E. D. Seghers, of New Orleans.

<sup>11</sup> Information from Letter of Samuel Leonard to Dr. Edward Duffel, dated St. Helena, November 11, 1818, in Duffel family papers.

For the extent of the land claims of John W. Leonard, in the St. Helena district, see *American State Papers, Public Lands*, Vol. III, pp. 48, 50, 51, 66, 71.



living in Fink House, New Orleans, at the advanced age of ninety-three, having been born December 6, 1841.<sup>12</sup>

Although Samuel Leonard had been educated as a physician he later removed from New Orleans to St. Helena parish, where he associated himself with his brother in the planting and mercantile business. He later became prominent in the public affairs of his district, and was elected to the Louisiana legislature as the representative from the parish of St. Helena, where he served from 1824 to 1828, and again from 1830 to 1834. He apparently spent the remainder of his life in St. Helena, but the date of his death is unknown.<sup>13</sup>

Deborah Leonard, a sister of Samuel and John W., married a Mr. McCluskey, and later joined her two brothers in St. Helena parish. She had no children, and she became the housekeeper for John W. Leonard. It was she who nursed him during his last lingering illness, and she apparently continued to live in St. Helena until her death, the date of which is unknown.<sup>14</sup>

Rebecca, another sister of Samuel and John W. Leonard, married James Duffel, date and place unknown; and Elizabeth, the other Leonard sister, married Edward Duffel, a brother of James, in New York City, in 1781. This latter couple were the parents of the Dr. Edward Duffel, of Donaldsonville, to whom the letter of 1810 was addressed by his uncle, John W. Leonard.<sup>15</sup>

The Duffel family in America are descended from Barnabas Duffel, who came to America from Londonberry, Ireland, about the middle of the eighteenth century, and married Rebecca Sanders. They were the parents of James and Edward Duffel, who married the two sisters of John W. Leonard, as mentioned above.<sup>16</sup>

Dr. Edward Duffel, the founder of the Duffel family of Louisiana, was born in Philadelphia, July 31, 1786. He was educated in the Medical College of the University of Pennsylvania, and after graduation became a surgeon in the United States Navy. His descendants still have in their possession the class tickets issued to him while he was a medical student. While stationed on a naval ship at Fort St. Philip, below New Orleans, he resigned from the navy and settled at Donaldsonville, where he began the private practice of his profession. Here he later married a widow,

<sup>12</sup> Information from Leonard family papers, as in footnote 1.

<sup>13</sup> Information from Leonard family papers, as in footnote 1. For his service in the legislature, see *Louisiana House Journals*, for the above years.

<sup>14</sup> Information from Leonard family papers, as in footnote 1.

<sup>15</sup> Information from Leonard family papers, as in footnote 1.

<sup>16</sup> Information from genealogy of Leonard family, as in footnote 1.



Celeste Vives, the daughter of Joseph Landry, who had been the commandant of that district during the Spanish regime. Her parents were Acadians, who had come from Acadia (Nova Scotia) to Louisiana.<sup>17</sup>

Dr. Edward Duffel later became a prominent planter of Ascension parish, being the owner and proprietor of the Woodstock plantation. He also took a leading part in the public affairs of his community. In the late 1820's he was Parish Judge, Recorder, Notary, Auctioneer, and President of the Police Jury of Ascension. He continued to hold the office of Parish Judge until 1845, though he had relinquished some of the other duties connected with that office at an earlier date. He seems to have retired from public service during his later years. He died in Ascension parish, May 6, 1859.<sup>18</sup>

Dr. Edward Duffel and Celeste (Vives) Duffel were the parents of eight children—four sons and four daughters—several of whom became prominent in the public life of Louisiana, and whose descendants are today prominent citizens of the State. Their oldest son, Edward Duffel, Jr., who was born at Woodstock plantation, December 11, 1811, followed in the footsteps of his father, graduating from the Medical College of the University of Pennsylvania, and establishing himself as a practicing physician in Donaldsonville. Later he became prominent in the public life of the State, serving his parish in the Legislature, and as a member of the Constitutional Convention of 1852, and of the Secession Convention of 1861, where he voted for secession and signed the Ordinance of Secession. He died in Ascension parish, January 18, 1884. His son, Dr. L. E. Duffel, a graduate of the Tulane University School of Medicine, is still living in Donaldsonville, at the advanced age of eighty-six years.<sup>19</sup>

Another son of Dr. Edward Duffel, Albert, became a lawyer of prominence and took a leading part in public affairs. He served as Mayor of Donaldsonville from 1846 to 1849, was Recorder of Ascension parish in 1848, became judge of the Fourth District Court in 1854, and was elevated to the position of an

<sup>17</sup> Information for genealogy of the Duffel family, in possession of Mr. E. D. Seghers, of New Orleans, who has kindly placed this material at the disposal of the Editor of the *Quarterly*.

<sup>18</sup> Information from Duffel family papers, through courtesy of Mr. E. D. Seghers, of New Orleans. Also from Sidney A. Marchand, *The Story of Ascension Parish, Louisiana*, pp. 176, 179.

<sup>19</sup> Information from Duffel family papers, as in footnote 17; Marchand, *op. cit.*, pp. 182-183; *Official Journal of the Louisiana Conventions of 1852 and 1861*, for public services of Dr. Edward Duffel, Jr.



Associate Justice of the Louisiana Supreme Court in 1860, in which latter position he died in 1862. Henry L. Duffel, a third son of Dr. Edward Duffel, was also a lawyer by profession, and later became judge of the Court in his district. Nothing is known to the writer of the career of Samuel Leonard Duffel, the fourth son of Dr. Edward Duffel.<sup>20</sup>

Of the four daughters of Dr. Edward and Celeste (Vives) Duffel, Clara married Robert Boyd, who later served as Surveyor General and Attorney General of Louisiana; Elizabeth married Adolphe Seghers, a lawyer, and her sister Virginia married Julien Seghers, another lawyer and a brother of Adolphe. These two Seghers brothers were sons of Dominique Seghers, one of the most prominent lawyers of his generation in New Orleans. Laura Duffel, the fourth daughter never married.<sup>21</sup>

Members of the Duffel family of Louisiana also played an important part in the War for Southern Independence; at least four members of the family enlisted in the Confederate cause and served with distinction.<sup>22</sup> Other descendants of Dr. Edward Duffel have also served well their community in various public and private capacities.<sup>23</sup>

#### TEXT OF THE ORIGINAL LETTER

Convention Hall, Baton Rouge, October 24th, 1810.

Dear Edward, as every intelligent mind feels an interest in the affairs which concern nations, and as common report is too vague to be relied on, in affairs of state as well as in common occurrences, I shall proceed to give you a few of the outlines which has formed the most prominent features of our Revolution.

The good people of this province, especially those residing on the Banks of the Mississippi being by far the most wealthy part of the Community, having been long oppressed by the delay of Justice the Insolence of office, & the thousand ills and abuses which arise from the exercise of Tyranny and despotism, became impatient of reform and called aloud with one universal consent for a speedy redress of Grievances and a General Ameluration

<sup>20</sup> Information from Duffel family papers, as in footnote 17. Also from Marchand, *op. cit.*, pp. 131, 171, 174, 175, 179; and Alcee Fortier, *Louisiana (Cyclopedia)*, Vol. II, p. 518. Article "Supreme Court Justices," for career of Albert Duffel.

<sup>21</sup> Information from Duffel family papers, as in footnote 17.

<sup>22</sup> See *Records of Louisiana Confederate Soldiers and Louisiana Confederate Commands*, compiled by Andrew B. Booth, Commissioner of Louisiana Military Records, 3 vols., New Orleans, 1920; Vol. II, pp. 696-697.

<sup>23</sup> See Marchand, *op. cit.*, pp. 131, 175, 179, for other Duffels who have held public office in Donaldsonville and Ascension parish.



of their condition as subjects of a government which they were ready and willing to Succor and Support, as a family of dutiful Children would give aid and comfort to an afflicted and an infirm Parent— upon application to ye Governor protem Popular assemblies were permitted Who chose their several deputies to meet the convention of the province for the purposes of Stating their grievances, Providing for the Public safety and Tranquility, and finally to maintain and preserve the province to its ancient Sovereignty— greate Moderation firmness and loyalty was evinced by this Convention during their Sittings, Who formed by the unanimous consent of all the Members Certain ordinances and regulations suited to the peculiar State of the Province, and to answer local Convenience & the facility of Justice. All of which was submitted to the governor for his concurrence, on the 22nd of August the governor accordingly approved and Signed the rules and ordinances, and issued his proclimation on the same day that the Said ordinances should have the force and effect of law until the pleasure thereupon of the Captain General of the Isle of Cuba should be known.— the Mutual Exchange of Civilities between the Governor & the Deputies seemed to give an Earnest and Confirmation of perfect good faith on both sides— about the 29th of the same month the convention adjourned, leaving a Committee to attend to some unfinished business, filled however with confidence that they had restored order, and rendered much good to their King & Country and above all to their constituents.

You will shudder My dear friend when I inform you that those truely loyal Subjects deputed by the people to prop up a rotten and corrupt government, were marked as the immediate objects of Destruction to be draged into slavery and their property to be sapped to fatten whom those who had long been fattening on the hard earnings of the honest community— being thus betrayed, it became the indispencheable duty of the Convention as well as their Constituents to act on the defenscieve, to improve the important Moment— to Secure our lives and property to bust the Chains of Terany and establish freedom and Independence by adding a new and a brilliant Star to the greate Consillation which unites this happy Western World— We have framed for the adoption of our State a Constitution truely republican, our conquest will be followed up so far at least as to Secure our Independence— altho we have been prematurely forced into measures still we indulge the hope that many advantages



and much good will thereby result to the State— this is the day appointed for the Convention to meet to receive from their Committee, the Constitution as drafted by them, they will be occupied a few days on this & other business and then adjourn.

It affords me infinite pleasure, to learn by all the respectable people passing this way who are acquainted with you, that you stand so high in ye estimation of the community that you have lovely and an amiable companion and finally that your prospects of happiness are very promising.— It is my intention should I be called here again on public business to make you a visit of a few days to realise the pleasure of seeing my friend in the possession of happiness— My family lately removed to my Plantation 38 miles from where I formerly lived, which I have leased for the term of 2 years, I heard from them a few days ago they were then well, my health is but indifferent, being much troubled with cough & pain in the breast— It will always give me pleasure to hear from you— be please(d) to tender my respects & best wishes to your good spouse, and be assured of my affectionate regard.

JOHN W. LEONARD

Do<sup>tr</sup> Edward Duffel  
Lafouch  
(Address on Outside)  
Doctor  
Edward Duffel  
Donaldsonville  
Lafouch





✓  
**NOTES ON THE LEGISLATION AND LITIGATION  
AFFECTING THE TITLE OF SAINT LOUIS  
CATHEDRAL**

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*By* FRANCIS P. BURNS

Without doubt one of the most significant and colorful monuments of the historic past, and which yet remains to serve as a focal point of interest for visitors to the Vieux Carre, is the wonderful and beautiful St. Louis Cathedral. So much has been written about the venerable edifice that it hardly seems possible to say or write anything which is new or out of the usual about this sacred and noted structure. But it is hoped that that which follows may prove of interest and serve to throw some light on several aspects of the Parochial Church of St. Louis that the writer believes has not usually been touched on by historians of the Cathedral.

To begin with, we might ask ourselves what sort of a title to the real estate exists on which the Church is erected; how did it originate, and to whom did it descend?

It is reasonably safe to say that the title originated with those in authority who caused the first plan of the City of New Orleans to be drawn whereby the new capital of Louisiana was laid out, and on which there was duly indicated the site of a church. The act of the surveyor in thus marking out the site of the church on his plan completed what might be said to be a donation by the authorities to some religious order, but it was not, under our present law a dedication to the public of a church site, because in a somewhat analagous case, arising in the faubourg Annunciation, wherein the founder of that suburb caused the surveyor to note the site of a church in the center of Annunciation Square, which later the heirs of the donor sought to recover from the city, the Supreme Court of this State said:<sup>1</sup>

"As was held in the former case, places of public worship, as well as places of amusement, are invariably with us private property, and no dedication to the public can be predicated upon the designation of such places on the plans of divisions of town and faubourgs."

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<sup>1</sup> *Livaudais vs. Municipality* No. 2, 5 La. An. 8.



The foregoing is the law of this state, and it is reasonable to assume that this rule likewise held good in 1718 during the regime of the French.

For the purposes of this paper we will pass over the earlier history of the Cathedral, and start with the present Church building which owes its existence to the piety and munificence of Don Andres Almonester y Roxas, which, after completion, was blest on December 23, 1794, and dedicated on Christmas Day with elaborate ceremonies. The *procès-verbal* of this interesting ceremony is translated and published by the Rev. C. M. Chambon, in his book, "In and Around St. Louis Cathedral."

From about 1785 to 1829 the Cathedral, or rather the Parochial Church of St. Louis, was under the charge of Pere Antoine de Sedella.

Up until the year 1805 nothing definite is known regarding the legal status of the church property, the center line of which is coincident with the axis of Orleans Street. In 1805 it appears that the Catholics of New Orleans, acting apparently as an unorganized body, took possession of the church edifice, and nominated from among themselves administrators of the physical property under the designation of wardens.

These wardens acting under what they believed to be their rights of patronage presented, or rather nominated, Pere Antoine de Sedella to continue to be their curate. Shortly thereafter a certain Abbe Walsh, styling himself Grand Vicar, vested with the spiritual administration of the Diocese of Louisiana, and claiming the right to nominate the curate attempted to trouble and molest Father Sedella. A suit was brought by Abbe Walsh against Pere Antoine, and judgment was rendered by the Superior Court of the Territory of Orleans which maintained the latter in the full possession and enjoyment of his office. Unfortunately no record of this suit can be found.

Subsequently, about 1810, a certain Abbe Oliver, also styling himself Apostolic Vicar, and vested with Diocesan authority in Louisiana attempted to oust Father Sedella, but no suit was filed, Abbe Oliver contenting himself with sending to the General of the Capuchins in Cuba a lengthy epistle against Father Sedella. The Reverend Chambon gives the date of Father Sedella's death as February 22, 1829, but it is otherwise given in the court records hereinafter noted as occurring on January 19, 1827.



In the year 1816, the legislature of Louisiana, by an act approved March 7th, created a corporation and body politic composed of R. P. Antonio de Sedella, as curate, Francis Caisergues, Paul Lanusse, J. B. Labatut, Joseph Tricou, John Castenado and Antonio Morales, as secular members of the Church of St. Louis to be known as the "Wardens of the Church of St. Louis of New Orleans." These Wardens were given such temporal powers and authority as the State bestowed on other corporations of a non-religious character. Their term of office was for one year, and their successors were to be elected annually by a vote of the Catholics of the Parish. The Wardens had no authority to sell, mortgage or exchange the property of the church except with the consent of the legislature. The Wardens were given special places in the Church with authority to preserve order during religious ceremonies, and to eject any one causing a tumult or scandal in said place. The charter had a tenure of fifteen years. By another act approved March 22, 1822, the legislature increased the number of Wardens from six to twelve, with overlapping terms for the additional six. By an act of March 27, 1823, the City was authorized to donate a new burial place to the Church.<sup>2</sup>

In 1830, by an act approved March 6th, the legislature extended the charter of St. Louis Cathedral from March 7, 1831, to March 31, 1860, and in this act the Wardens were authorized to sell or exchange with the City of New Orleans,

"That parcel of land between Royal and Orleans, and the continuation of the right line that runs from the corner of the houses which precede that formerly occupied by the Rev. Father Antoine, in going towards Royal, and up to its junction with said Royal street, the City of New Orleans, however, to only make use of the lands so exchanged with it, for the purpose of enlarging the square in the rear of said Church."

In 1835, the legislature passed an act approved March 19th, entitled, "An Act to incorporate the Church of St. John the Baptist of West Baton Rouge," and inserted in section 4 of said law a provision entirely foreign to the title and purpose of the act, which provided that the Wardens of St. Louis Cathedral in New Orleans, then in office, should hold over until the first Monday in September, 1836, and thereafter be

<sup>2</sup> See City laws of 1836, pp. 537-533.



elected annually. This disposed of the overlapping terms provided for by the act of 1822. According to modern legal precedent this law was highly invalid.

Next we find that by Act 69 of 1837, approved March 11th, the legislature authorized the Wardens to borrow \$200,00, and to mortgage the property of the congregation, the money so borrowed to be used to repair the Cathedral, and to build one or more chapels in the suburbs. The charter which was to expire on March 31, 1860, was then extended to March 31, 1880, and the Wardens then in office were to hold over until September, 1840.

By another act, No. 175 of 1853, the legislature authorized the Wardens to sell at private sale, "their property on which the Supreme Court and District Courts are now held." This meant, of course, the building on the lower side of the church property fronting on Chartres Street.

The last enactment of the legislature in regard to the Church of St. Louis, is Act No. 107 of 1870, when the Wardens were authorized to sell at private sale,

"Certain parcels of improved real estate in the square bounded by Royal, St. Ann, Chartres and St. Anthony's Alley, in the rear of the Court house, with the proviso that the building used as a presbytery was not to be sold unless the whole of the property was sold to the City of New Orleans, and provided, further, that the city retrocede to the Wardens the square immediately in the rear of the Church and fronting on Royal Street, known as St. Anthony's Square."

The most important litigation in which the Church of St. Louis has figured in its history is the memorable struggle which occurred between the Wardens of the Church created as a corporate body in 1816, and the Most Reverend Antoine Blanc, Bishop of New Orleans in 1844.<sup>3</sup>

This cause celebre had for its determination the settlement of the right of patronage, or presentment of the curate for said church, either according to the ancient laws of France and Spain, in regard to purely temporal matters, as the Wardens contended, or according to the common ecclesiastical law, or what canonists and others had denominated as the *ultra montane* law of the church, as claimed by Bishop Blanc.

<sup>3</sup> Robinson's Reports, 51.



To begin with, it must be noted the Wardens in their petition frankly set forth that after the American cession in 1803, when all temporal laws of Spain and France had been superseded, and the American government had succeeded as sovereign to all public property, the Wardens and the Catholics of New Orleans had taken physical possession of the Parochial Church of St. Louis; and, in so far as the Royal rights of patronage which had previously existed under the laws of Spain and France in regard to the presentment of curates, same not having descended to the United States, these Royal rights had therefore reverted to those persons in whom the same were vested by the Spanish laws, to-wit, the Catholic people themselves. The Wardens set forth that under the French law the right of patronage was established, as a property right, in favor of every person who built a church at his own expense. They contended that this was the same rule under the Spanish law, until the laws of the Indies transferred the right of patronage to the King, but as there was no kingly person in the American government in whom the right might continue, ergo, the right of patronage then reverted under the Spanish law to the people, especially, since, as the Wardens contended, the cession had not operated to repeal the Spanish laws on ecclesiastical matters, in view of the fact that there was no system of religious laws under the United States to take their place.

Because the Wardens failed to set forth any conveyance to themselves of the Church property from any lawful recorded prior owner, but, on the contrary having freely admitted taking simple physical possession themselves, they were very careful to set forth a claim of undisputed ownership and possession for thirty years, according to the law of this State, in order to fully give themselves a standing in Court.

The suits arose out of the situation that upon the death of Father Sedella, by common arrangement with Bishop Rosati and the Wardens, Father Monio was selected as curate. Upon the death of Father Monio, Bishop Blanc took it upon himself, acting according to ecclesiastical law, to name a successor in the person of one Abbe Roussilon whom the Wardens refused to receive. It also seems that up to 1842 the Bishops had been paid a salary by the Wardens, but Bishop Blanc becoming dissatisfied with the amount, demanded the revival in his favor of a certain right known under the denomination of Cuarta Episcopal, that is to say, one fourth of the perquisites, (casuels) of the Church in



addition to his salary. This the Wardens refused to grant, in addition to which they suppressed the salary of the Bishop under the pretense that he had never earned it by preaching in the church. The rejection of the Wardens was immediately followed by a pastoral letter from the Bishop menacing the Wardens with ecclesiastical censure and penalties, and hinting at their excommunication for being schismatics if they persisted in resistance to episcopal authority.

A compromise was effected whereby the Wardens then accepted as their curate Abbe Maenhaut, but trouble broke out anew on the alleged assumption by Father Maenhaut of certain functions which the Wardens resented and, as a result, the priests attached to the Church of St. Louis were withdrawn by Bishop Blanc on November 2, 1842, to the great scandal, (as the Wardens alleged) of the public.

Again, another attempt was made at compromise and Bishop Blanc then presented Abbe Bach whose nomination was approved by the Wardens on January 12, 1843. Upon his early death, trouble broke out once more because it seems that the Bishop through Father Bach had attempted to fix a new tariff for the church functions which the Wardens felt was a further invasion of their temporal authority. Again Bishop Blanc attempted to name a successor to Father Bach, as he felt he had the right to do under the *ultra montane* laws of the church, and a Brief or rescript of Pope Leo XII on the subject.

About this time the members of the Temperance Society published a note of censure of the Wardens which aroused their ire, because as a result of further controversy, for a second time, Bishop Blanc withdrew all priests from the church.

In substance, it may be said that the Wardens sought to enforce upon Bishop Blanc the duty of conforming to what the Wardens alleged was a *contractual duty*, to-wit, to recognize in the Wardens the right which they claimed was vested in themselves of presenting a curate for the church, provided said candidate otherwise met and conformed to the disciplinary regulations of the Church, but, as a matter of fact, the prayer of their petition for relief was of an entirely different character, for the Wardens asked that the Bishop be condemned to pay twenty thousand dollars damages for having called them schismatics.

The Wardens were represented by Pierre Soule and a Mr. Cannon, while Bishop Blanc was represented by Henry St. Paul, father of Associate Justice John St. Paul, and Mr. D. Seghers.



Bishop Blanc, through his counsel, excepted to the suit of the Wardens on four grounds, the principal one of which was that the Bishop could not be legally held responsible for expressing his opinion in relation to the government and discipline of the church.

Because of the great importance of the suit, a very lengthy and learned opinion was handed down by the Supreme Court of Louisiana through Mr. Justice Bullard, who reviewed most exhaustively the laws of France, Spain and the United States on the subject at issue, as well as the canonical laws of the Church. Among other things Judge Bullard held untenable the claim of the Wardens that Bishop Blanc had no right to express his opinion on ecclesiastical matters, basing his opinion on the undeniable American doctrine that in this country there is an entire exemption from all responsibility for religious opinions, and hence the act of Bishop Blanc in designating the Wardens as schismatics gave them no cause of action for damages in that respect. In brief, Judge Bullard upheld the exceptions filed by Bishop Blanc and declared that the relation between the Bishop and the Wardens evidenced no *civil contract* which compelled the Bishop to recognize the Royal right of presenting curates to the church by the Wardens, or which required the Bishop to subordinate himself to them in relation to his ecclesiastical functions. Judge Bullard in awarding victory to Bishop Blanc in this remarkable and extended controversy concluded by saying:<sup>4</sup>

"We have thought the occasion justified our entering thus at large, into an examination of this subject, and stating explicitly our views of the extent and grounds of religious liberty according to the constitution and laws of Louisiana, of which the defendant, by his exceptions, claims the protection; and in declaring that, in the opinion of the court, no man can be molested, so long as he demean himself in an orderly and peaceable manner, on account of his mode of worship, his religious opinions and profession, and the religious functions he may choose to perform, according to the rites, doctrine and discipline of the church or sect to which he may belong, and that this absolute immunity extends to all religions and to every sect. It is an ample shield, which it is the duty of the judicial power to hold with a firm hand, as well over the most exalted prelate of the church, as over the lowliest follower of Him who was meek and lowly, and who emphatically declared that His Kingdom is not of this world."

<sup>4</sup> 8 Robinson's Reports, 51, 91-92.



It may be of some interest to note that as late as 1929 the Supreme Court of the United States decided a similar contest between the Catholic Archbishop of Manila and a fourteen year old boy who claimed the right of presentment to a collative chaplaincy endowed by his grandmother several times removed. The court decided the case in favor of the Archbishop on questions of canonical law.<sup>5</sup>

Notwithstanding the signal and decisive victory of Bishop Blanc, in another decision by the Supreme Court of the United States, the victory of Bishop Blanc was to an extent nullified.

By an ordinance of September 26, 1827, the City of New Orleans had made it unlawful to convey to, or expose in the Parochial Church of St. Louis any dead person, and decreed that all burial rites should occur in the obituary chapel on Rampart Street. A fine was to be imposed not only on any person who should convey to or expose in said church any deceased person, but likewise against any priest who should officiate at the funeral. This ordinance was adopted as a health measure, and was based on the prevalent fear of yellow fever.

In 1842, after the misunderstanding between the Wardens and Bishop Blanc, which caused the withdrawal of the clergy, the Council of the City on October 31, 1842, re-enacted the ordinance of 1827 by making it unlawful to carry to or expose in any church in the city the body of a deceased person, except in the obituary chapel on Rampart street which was under the jurisdiction of the Wardens, and then by an amendatory ordinance of November 7, 1842, restricted the penalties of the ordinance to the priest alone for officiating at any funeral held in violation of the ordinance.

On November 9, 1842, one Rev. B. Permoli, a priest, officiated at the funeral of one Louis LeRoy in the church of St. Augustine, and, as a result Father Permoli was haled before the Recorder. Mr. D. Seghers, attorney, attacked the ordinance as unconstitutional on the ground that it prevented the free exercise of religion. The trial judge held the ordinance invalid, and the case was carried by the Municipality to the City Court, which reversed the lower trial judge, and held Father Permoli to be liable to the fine. Thereupon counsel for Father Permoli, Messrs. D. Seghers and Henry St. Paul took the matter to the Supreme Court of the United States on a writ of error, basing their contention mainly

<sup>5</sup> *Gonzales vs. Archbishop*, 280 U. S., 1.



on the language of Article I of the Ordinance of July 13, 1787, for the government of the Northwest Territory, which provided that no one should ever be molested on account of his mode of religious worship or religious sentiments. The Supreme Court of the United States after stating that the Federal Constitution made no provision for protecting the citizens of the States in the exercise of their religious liberties—that being left to State constitutions and laws—and the Ordinance of 1787 having been superseded in Louisiana by the adoption of a State constitution, it followed, therefore, that no possibility of repugnance between the City Ordinance and the Northwest Ordinance of 1787 could exist, and consequently, the United States Supreme Court found that it had no jurisdiction, as the question presented was exclusively of State cognizance. The result was that the conviction of Father Permoli in the City Court was allowed to stand.<sup>6</sup>

This decision of the United States Supreme Court was later rather severely criticized in a vigorous dissenting opinion by four Justices of the same court in a suit entitled, "Ex Parte Garland," 4 Wallace, 333-398, involving the test oath applied to lawyers who had taken part in the Rebellion, where Chief Justice Chase, and three of his associates said:

"If there was ever a case calling upon this Court to exercise all the powers on this subject which properly belong to it, it was the case of the Rev. B. Permoli." (P. 398).

Leaving now the unpleasant subject of litigation over the right to freely exercise one's choice of religious devotions, a brief resume of the facts regarding the *title* of the Church and adjacent property may prove of more pleasing interest, and, at the same time serve to show how final solution of the whole difficulty was found.

It is reasonable to believe from a study of the meagre data available that the Church site originated in an act of donation by the French officials who laid out the town, and included also that part lying between St. Anthony's Alley, (or N. Orleans Alley), and St. Ann Street.

As we have already seen the Wardens, who were merely Catholic Parishioners, took physical possession of the church properties in 1805, and incorporated themselves in 1816. In

<sup>6</sup> Permoli vs. First Municipality, 3 Howard, 589; 44 U. S. Supreme Court.



1831 the Wardens, by an act before Felix de Armas, notary, sold to the City of New Orleans a plot forty by one hundred and twenty-two feet in order to continue St. Anthony's Alley, then North Orleans Alley, to Royal street. This was done under an Act of the legislature approved March 6, 1830.

In 1848, the Wardens decided to enlarge the church and thereupon obtained from the city, by an act before Joseph Cuvellier, notary, April 1, 1848, the donation of that portion of St. Anthony's Square, in the rear of the church, and four feet on each side, the extension in the rear extending from the back of the then existing rear wall of the church half the distance to Royal street, on the following conditions:

1. Enlargement of the church to start in one year.
2. Property donated must never be used for any other purpose.
3. The Wardens to flagg the alleys on each side of the church.
4. To enclose the balance of St. Anthony's square fronting on Royal street.

These conditions were laid down in a resolution adopted by the Council of the Municipality on March 27, 1848, and were duly carried out by the Wardens, hence the existence of a fence around the park, on Place St. Antoine, in the rear of the church, and the former fence that ran along each side of the church structure.

We next find a transaction affecting the sale of the real estate belonging to the Church, in the sale made by the Wardens on May 17, 1853, before A. Mazureau, notary, whereby the Wardens sold to the City of New Orleans the property in which the Supreme and the District Courts were then located, consisting of the building on the lower side of the church between St. Anthony's Alley and St. Ann street, and bounded in the rear by the Presbytery.

As the last extension of the legislative charter of the Wardens would expire in 1880, and undoubtedly influenced by the results of the litigation between themselves and the Archbishop, the Wardens on February 29, 1872, by an act before Octave de Armas, notary, sold, as the result of a public auction, to the Society of the Roman Catholic Church, a corporation created in 1866, and represented by Archbishop Perché, the row of three story brick buildings on Royal street, bounded by



St. Anthony's Alley and St. Ann street, and in the rear by the Presbytery. Also the lot of ground and the Obituary Chapel on Rampart street. In this sale the Wardens failed to state how they had acquired the property.

After the expiration of their charter the Wardens ended their temporal control over the physical property of the Cathedral and its other property by selling same by an act before Octave de Armas, notary, on June 4, 1881, to Archbishop Perché, representing the Congregation of the Roman Catholic Church, which sale included:

1. The Church of St. Louis.
2. The Presbytery and all its records.
3. The row of three story buildings on Royal street.
4. The Place St. Antoine in the rear of the Cathedral, measuring ninety by eighty six feet.
5. The cemeteries.

On August 6, 1894, by act before James Fahey, notary, the Congregation of the Roman Catholic Church sold the foregoing properties to the Congregation of St. Louis Cathedral, (which transfer likewise included certain other property on Hospital and Chartres,) and consequently the present recorded owner of the historic Parochial Church of St. Louis is now the corporation styled, "The Congregation of St. Louis Cathedral."

In concluding these notes on the Cathedral and its adjacent properties, several observations remain to be noted, although one or two are not directly within the purview of these remarks.

The first fact to be noted is that the creators of the plan of New Orleans located the church in the middle of Orleans street as it approached the river. Next, it is reasonable to believe that no other title ever originated for the church property except from the fact of setting aside this particular plot in the middle of the town, and in the center of Orleans street by the surveyor who marked out the plan of the new town. It is probable that the Wardens never received a title to the Cathedral from any one who had any authority to convey, although in the act of sale of the court house site the Wardens alleged that they had been in possession of the property under a grant made in 1745 to them by Lenormand and Vaudreuil. It also appears that, at no time did the church property include any ground on the upper side of the church, between Orleans



Alley and St. Peter street, on which the Cabildo is located, as the contemporary maps indicate that this particular portion had been dedicated to governmental uses.

In connection with the Cabildo it is pertinent to remark that at the date of the retrocession by Spain to France in 1800, and the subsequent cession by France to the United States in 1803, the Cabildo was undoubtedly being used as a governmental structure, and hence was public property. By the terms of the treaty, and the conventions which accompanied it, all government property, as well as all other property, not previously sold or granted to private individuals by Spain or France, passed over into the ownership and possession of the United States.

In 1895, on October 7th, the Council of the City of New Orleans adopted a motion instructing the City Engineer to prepare plans for a new building for the Civil District Court, then occupying the building on the lower side of the church, and a new building for the Supreme Court, which was then occupying the Cabildo. These two new court buildings were to occupy the respective sites, and hence a public outcry arose at the threatened destruction of the Cabildo. On November 3, 1895, the Bar Association held a meeting of protest, presided over by the late Ernest T. Florance, and on November 5, 1895, the Council hastily withdrew its ill-advised motion to destroy one of the greatest and most historic monuments in the Mississippi Valley. The architects and the artists of New Orleans also held meetings and made vigorous protests, likewise the Louisiana Historical Society. But it remained for the late B. R. Forman, an eminent lawyer, at a second meeting of the Bar Association, on November 9th, to raise a very important question, as a further basis for objecting to the destruction of the Cabildo. In short he urged that it might well be a fact that if the city attempted to demolish the Cabildo, it might be destroying property that belonged to the United States government for, as he said, and it was included in the motion adopted by the Bar Association, he considered that under the terms of the cession between France and the United States, the Cabildo had become the property of the Federal Government, and, unless an Act of Congress could be found that subsequently deeded the structure to the State of Louisiana, it had remained the property of the United States, as acquisition of title by adverse possession could not run against the United States.



As far as our researches have extended no muniment of title can be found to the Cabildo which emanated from those responsible for the creation of New Orleans, other than the marking of the site as a guard house, nor has there been found any chain of title showing a transfer of ownership from the United States, which, under the terms of Article II of the Treaty of 1803, succeeded to the ownership, as sovereign, of "all public lots—*public buildings*—and other edifices, not private property."

As a matter of fact, on November 14, 1803, there was transmitted to Congress by Thomas Jefferson, a communication styled, "An Account of Louisiana,"<sup>7</sup> giving to that body for its information, an abstract of the general features of the recently acquired territory, and included in his report the President, under the head of "Public Buildings," noted,

"A government house, stables and garden, occupying about two hundred and twenty feet on the river, *in the middle of the town*, and extending three hundred and thirty six feet back to the next street."

In the first charter of the City of New Orleans, which was issued by the Territorial Legislature, in an act approved February 17, 1805, in Sec. XIII thereof, we find a brief declaration that "estates belonging to the City of New Orleans, or which were held for its use by the Cabildo under the Spanish government, which have not been legally alienated or lost, should be vested in the mayor, aldermen and inhabitants of the City."

Yet, on the other hand, in a communication transmitted to Congress on March 7, 1808, we again find Thomas Jefferson making this report:<sup>8</sup>

"In the City of New Orleans and adjacent to it, are sundry parcels of ground, some of them with buildings on them, which it is my duty to present to the attention of the legislature. The title to these grounds appears to have been retained in the former Sovereigns of the Province of Louisiana, as public fiduciaries, and for the purposes of the Province. Some of them were used for the residence of the Governor for public offices, hospitals, barracks, magazines, fortifications, levees, etc.: others for the *town house*, schools, markets, landings, and others for the purposes of the City of New Orleans. . . the confirmation to the uses of these parcels to such bodies, corporate or

<sup>7</sup> American State Papers, Miscellaneous, Vol. I, 344, Gales & Seaton, editors.

<sup>8</sup> American State Papers, Public Lands, Vol. I, 538, Duff Green, editor.



private, as may of right, or on other reasonable considerations, expect them, are matters now submitted to the determination of the legislature."

Up until 1828, no Congressional Act of confirmation to the title of the Cabildo property to the State or City was found, although some were found to other property, but under a resolution of the City Council in 1839, we find a sale before Joseph Cuvellier, notary, on April 18, 1840, by Municipality No. One to Hugh Dowlin, of a lot of ground, corner of St. Peter Street and Passage de la Bourse, (Exchange Alley,) in the square bounded by Orleans Alley and Chartres street. In the act of sale, in referring to the origin of the City's title to the property it was merely stated that the lot "was part of the ground on which the ancient city prisons stood, with which declaration the purchaser declared himself satisfied!". That was that. The City did not state where, how, or when it became the owner of the ancient city prisons.





## ZACHARY TAYLOR: A SKETCH OF HIS LIFE\*

By MRS. JAMES J. McLOUGHLIN

General Taylor has never been memorialized in marble or bronze by the country he served on many famous battle-fields. As twelfth President of the United States, this great American was called to the White House at a difficult time in national history, when the slavery question harassed the States. Firmness, love of the Union, and thorough understanding of feelings North and South helped Zachary Taylor to keep party animosity in check, and it has been said that, had he lived, there probably would have been no Civil War. His short term is credited with postponing that catastrophe for ten years.

West Point training did not help to teach Zachary Taylor the science of war which he learned in a harder school, surrounded by Indians in his boyhood home. Pioneers opening the great Northwest were brave from necessity, as the vast Louisiana territory was still under a foreign flag, with the American forts, Wayne and Harrison, guarding its uncharted boundaries. Zachary Taylor's father entered this wilderness to establish a home near the present site of Louisville. The first "Dick" Taylor had served directly under Washington during the Revolutionary War, and when hostilities ended Colonel Taylor decided to move from Virginia and become one of the advance guard in the west. The march of civilization demanded untold sacrifices, and the year 1785 saw a young mother looking with distrust at hill and forest surrounding the farm that was destined to be her home. But, she bravely followed her husband into this dangerous region, bringing a young family to grow up and help found the great State of Kentucky. The year-old child in her arms was Zachary, all unconscious of the plans fate was arranging for his future. Pioneer life developed the boy's fine character. He was bold and fearless from the beginning, leading companions to school with the same confidence he displayed at the head of American armies. These Colonial children never knew when an Indian attack would occur. A skirmish took place near the Taylor farm, and several

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Indians wearing British uniforms were killed. The same thing happened in other localities, and instinct warned Zachary Taylor that his country would need soldiers to defend this wild section. He became dissatisfied with farm life and sought admission into the army. Influential friends helped to gratify the youth's ambition and, in 1808, he obtained a first lieutenant's commission.

At the beginning of the War of 1812, the young officer was given a chance to prove his mettle. He was placed in command of Fort Harrison where, with fifty half-starved men, Captain Taylor repelled four hundred savages whose outrages stopped at no excess. Short of food and ammunition, the little band held their rude stockade and drove the red man off. Such conduct received high commendation from the regimental commander, whose report to headquarters contained the typical sentence, "Praise can not affect the fabric of this young officer's character." Captain Taylor rose rapidly in the army and retained that amiable modesty for which he was noted during his life of great achievements.

Two years before the War of 1812, Zachary Taylor's marriage was recorded, on June 18, 1810. Louisville preserves the document which sealed the union of Captain Taylor and Miss Margaret Smith of Maryland. History pictures their happy domestic life in various sections of the West and South, showing this lovely, industrious woman as the counterpart of her soldierly husband. Amid hardships of military service, Mrs. Taylor became the mother of four splendid children—Ann, Sarah, Betty, and Dick forming the family circle.

Official business sent Zachary Taylor to Louisiana several times. He assisted in founding Fort Jesup in the northwestern part of the State which, later, became an important military center on the frontier, and was called "The Cradle of the Mexican War." His name is closely associated with that section now being developed into a State park largely dedicated to his memory. The great military man was always attracted to Louisiana as to a home, but the government had further use for the soldier, and Colonel Taylor was given command of regular troops in the Black Hawk War. Dangers of camp in a cold, unprotected country did not alter the discipline of the soldier's life. He personally drilled regiments, attended to minute daily duties, and found time to continue studies that made him an acknowledged authority on military tactics.



Zachary Taylor helped to vanquish Tecumseh and his fierce brother, "The Prophet," and pursued Black Hawk with fearless initiative until he turned him over to the government. Through all this warfare he was feared and respected by the Indians, whose most dreaded leaders called him the "Big Chief," but now the great fighter was to be moved to a more trying field in Florida, where Osceola and his Seminole followers were creating havoc among white settlers. Taylor gained several bloody victories, the most important being the battle of Okeechobee, in 1836. The commander, however, did not like warfare conducted against ex-slaves and treacherous Indians who fled to the Everglades and similar places in times of danger. He asked to be transferred to other headquarters and his request was granted, the next post being located in Baton Rouge. Nearly fifty years amid the horrors of Indian wars led Zachary Taylor to believe his country had no immediate use for his military services, and he bought a plantation in northeastern Louisiana. He now became a citizen of Louisiana. Mrs. Taylor hoped to realize a cherished dream in the Southern home which was loved by her entire family. Zachary Taylor rested beside the majestic Mississippi river, absorbed in plantation life, his business ability making everything he touched prosper.

The year 1845 saw the United States turn to this patriot and say, "Prepare for military operations on the Texas border." He knew what the order meant, as he was a keen student of current conditions—it meant war with Mexico. At a moment's notice, the soldier buckled on his sword, called the ardent young son to follow him, and marched forth to the most eventful epoch of his famous life. Zachary Taylor's campaign in Mexico proved him to be not only a judicious, humane commander, but also a brilliant strategist, whose presence on battlefields inspired soldiers to great acts of valor. Gaining victory after victory, General Taylor steadily advanced into the enemy's country, always fighting three and four times his own number. The battles of Palo Alto, Resaca de la Palma, Monterey, and Matamoras followed in close succession, but the intrepid leader never received proper support from the administration at Washington, and was to accept further insults when General Winfield Scott was placed above him in command. More than this, the hero was practically deserted among the enemy's stronghold, when nearly all of his well-drilled regular troops were withdrawn to join General Scott



near Vera Cruz. But, Providence was preparing honors for Zachary Taylor that made him world famous. He was called to defend the flag he loved with four thousand volunteers who had never been under fire and five hundred regular soldiers. On February 22, 1847, news came to General Taylor that the President of Mexico was approaching with over twenty-one thousand well-equipped men. General Santa Anna saw success to his arms and sent word to his opponent that one hour would be given him to decide his own fate. "Surrender to overwhelming numbers" was written in the message to General Taylor, whose forceful reply said, "I refuse to comply with your demands." The small army of Americans took their stand near a narrow mountain pass a few miles from Buena Vista. These men remembered the saying, "Taylor never surrenders," and immediately prepared to meet swarms of cavalry and infantry led by Mexico's best generals. Native courage inspired heroic onslaughts as the battle raged until the night of February 23rd. Exhausted troops received orders to sleep on their arms and to resume action at daybreak; but sunrise of the 24th revealed that the Mexicans were completely routed, General Taylor having defeated a Mexican Army of more than four times the number of Americans engaged.

The Battle of Buena Vista was a fitting climax to Zachary Taylor's Mexican campaign. Finding himself superseded by General Scott, and reduced to comparative inaction, he requested headquarters at Washington to allow him to return to Louisiana. He sought seclusion in the State he had chosen as his home, but the American people would not allow him to retire. In 1848, this noble, unselfish man was nominated for the presidency, without party restrictions of any kind, an overwhelming popular vote sending him into the White House in a candidacy that defeated Daniel Webster, Henry Clay, and General Winfield Scott. His term of office was destined to be short and trying. It brought out rugged statesmanship and typical determination that yielded to none when his country's interest was involved, and, yet, a relentless commander was about to demand his honored sword.

President Taylor presided at the laying of the cornerstone of the Washington monument on July 4, 1850. He did not seem well. Intense heat and elaborate ceremonies laid the hero of Buena Vista low. Prostration, followed by acute indigestion, rendered his condition critical, and soon news of the president's extreme illness spread over the capital, filling the city with gloom. After



lingering a few days, Zachary Taylor died as he had lived—brave and fearless to the end, his last words being, "I am about to die. I have always endeavored to do my duty and regret nothing, but I am sorry to leave my friends."

Congress published addresses commemorating the great man's life. Some of the finest living orators were members of the United States Senate at the time, and their tributes are preserved for posterity to read. A prominent Senator said of Zachary Taylor, "Whether at the head of armies or in the Chair of State, he appeared as unconscious of his own great renown as if no banners had drooped at his word, or as if no gleam of glory shone through his whitened hair." Montgomery's "Life of General Taylor" contains this paragraph: "Never, since the death of Washington, has a public man been removed from the theatre of his usefulness who was so sincerely mourned as was Zachary Taylor, nor whose death was so generally looked upon as a national disaster." The twelfth president of the United States died on July 9, 1850. His funeral services were elaborate and heart-rending, the old war horse "Whitey" being led behind his master in the cortege that was made up of noted men, national officials, and foreign representatives. The United States Army and Navy, with many State regiments, prolonged the funeral procession for miles. The Capitol was crowded with people who came to be present at these obsequies. Zachary Taylor was temporarily interred in Washington, to be removed later to Kentucky for final burial.

Three States have valid claims to this great man—Virginia where he was born, Kentucky, which his family helped to found, and Louisiana, that he chose as his domicile. Each State has numerous descendants living there, Louisiana tracing many prominent families directly to General "Dick" Taylor of Confederate fame. With such a group of historic States claiming Zachary Taylor, one, or all of them, should be inspired to perpetuate his glory by erecting a worthy monument to him in the national capital,—the city of the presidents.



## HISTORICAL SKETCH OF ART IN LOUISIANA

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*By* BEN EARL LOONEY

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Any attempt to study the past art of Louisiana by one of the present generation is very likely to begin with skepticism as to whether anything, with the exception of work by two or three artists, has been produced worthy of the honor of being listed in the records of history. We know that for the past seventy-five years there have been long stretches of sterility. During one of our World Fairs all but one of the paintings submitted to the jury of selection by Southern artists were rejected. We have not forgotten, however, that this lone artist was a New Orleans painter and that he, a Louisianan by adoption, stands out as the art leader of the South during many years of our immediate past.

Our study of Louisiana Art will naturally be confined chiefly to the city of New Orleans. By virtue of its position of wealth and culture which was established years before the rest of our state was little more than a frontier, New Orleans was the logical center of art in our state. In our review of the past of this lovely, unique, American city, our skepticism gives way to admiration and wonder in the realization of how much art meant to the people and how it flourished there. Prior to the Civil War, New Orleans was one of the nation's art centers. We read in the accounts of the voyage of Bienville to Louisiana that there was on board the ship a Spanish artist, Miguel Garcia, who was called by the sailors the "Father of Louisiana Artists." The time of his arrival would make him the "Father of American Artists."

Many of the early wealthy French and Spanish families brought with them to Louisiana heirlooms, portraits and other works of art which made New Orleans a storehouse of treasures at the very beginning of the city's history. Frequent visits and lengthy sojourns of the best early American portrait painters indicate that the city was one of America's art centers and that she patronized these artists. Most of these artists were painters of merit and some of them stand out today as men of international importance. At the downfall of Napoleon, some of his followers came to New Orleans in the effort to recoup here, bringing with them art treasures and other possessions. A residence



was built for him on Chartres and St. Louis Streets by Nicholas Girod, and the ship "Seraphine," was constructed for the purpose of rescuing Napoleon from St. Helena. Under command of Dominique You, Lafitte's lieutenant, and a Captain Bossier, the expedition sailed from New Orleans but returned when they were informed at sea by a French merchantman that Napoleon had died.

In 1847, the most important exhibition of paintings which had been exhibited in the United States was held in the ballroom of the St. Louis Hotel. There were three hundred and fifty paintings in the collection which had been assembled under the direction of several European experts. They were sent to New Orleans for the purpose of founding a gallery, but the project fell through and the paintings were sold to private collectors and museums all over America. In this group were paintings by Titian, Rembrandt, David, Callot, Tiepolo, Van Dyke, Raphael, Poussin, Salvator Rosa, Corregio, Claude, and Rubens. The Salvator Rosas are now in the Boston Athenaeum.

The painters of old Louisiana were well prepared in their work and their efforts had often carried them throughout the world. Let us consider, for example, the painter, Julio, whose "Meeting of Lee and Jackson" hangs in the Hill Memorial Library at the Louisiana State University. He was born on the island of St. Helena, 1843, and christened E. D. B. Fabrina Julio by his Italian father and Scotch mother. He came to the United States in 1861, and settled in New Orleans. Here he lived for the greater part of the remainder of his life. His death occurred in Georgia, September 15, 1879. He studied in Paris under Leon Bonnat.

Another outstanding painter of New Orleans who lived a little earlier than Julio was John Vanderlyn. He studied in Paris, London, and Rome and is internationally known as a portrait and historical painter. He was in New Orleans between 1820 and 1830, and constructed a building in which to exhibit his panorama painting, "Versailles."

Jean Joseph Vaudechamps was born in France in 1790, and died there in 1868. He was a frequent exhibitor in the French salons after 1817. He resided in New Orleans for several years during the 1830's and there executed many fine portraits.

The name of our great American painter, Thomas Sully, is associated with New Orleans and Louisiana only by inference. We know that he visited in the South and it is very likely that he



came to Louisiana, as New Orleans was a mecca for portrait painters of his time. There are a number of his paintings in the state. Two of his portraits are in Baton Rouge and are the property of Mrs. Laura Edwards.

The painter, Inman, was in New Orleans in 1820. He was a well known portrait painter who flourished from 1801 to 1846. He was president of the National Academy of Design from 1824 to 1825. The first president of this organization, Samuel F. B. Morse, was also a visitor to New Orleans. This very fine painter is probably the best known as the inventor of telegraphy. It is known that he resided in Charleston from 1816 to 1820, and that he visited New Orleans and painted portraits there, but the exact dates of his visits cannot be precisely determined.

Elias Metcalf was in New Orleans between 1818 and 1823. He painted there a long series of excellent portraits.

John Wesley Jarvis, nephew of the famous John Wesley, painted in Louisiana at several different times. He was born in South Shields, England in 1780, and died in New York in 1840. He spent much of his early life in America and it is said that he made \$60,000 in one winter from his portrait commissions in Louisiana.

George Inness, the great American landscape painter, resided in New Orleans at intervals in the late eighties and the nineties.

The painter, M. Ciceri, was a French artist of established reputation, whose government intrusted him with a commission to Egypt in the interest of art. He came to New Orleans by invitation of the Opera House Association about 1859, to decorate the interior of the Opera House. He made friends here and remained to become known as the teacher of many Louisiana artists.

One of the students of Ciceri was Alexander Alaux who was born in Commercy, France, 1851, and later became a citizen of the United States. Alaux also studied in the Academie Royale des Beaux Arts of Brussels, Belgium. He received four silver medals at the New Orleans Fair Exposition in 1869. A gold medal was presented to him by King Leopold II of Belgium. The Diploma and Laurel Crown of the Academie des Beaux Arts of Brussels was also given to him as first prize in anatomy, archeology, etc. He is represented in the gallery of Leopold II of Belgium; the Museum of Arlon, Belgium; the historical Museum of Richmond, Virginia; the Jackson, Mississippi, and the Louisiana State Museums. He was a painter of portraits, miniatures, historical and genere subjects.



Edouard Degas once visited his brother in New Orleans and while there painted a picture of the cotton exchange, which painting was exhibited in Paris. Degas, one of the giants of French art, was probably the greatest artist to have been in Louisiana and painted here.

J. C. Arter painted portraits in Louisiana in the year 1909 or 1910. His portrait of Newton C. Blanchard is in the state capitol at Baton Rouge.

Charles Wellington Boyle was born in New Orleans. He studied in the New York School of Art, the Art Students' League of New York, and under Paul Poincy and Andres Molinary in New Orleans. He was instructor in the Art Association School of Art of New Orleans, the Ruston College art department, the Home Institute of New Orleans, the Louisiana Valence Institute in New Orleans and the Ferrels School for Boys in New Orleans. He was curator of the Isaac Delgado Museum, a member of the National Arts Club of New York, and of the Southern States Art League. He is represented in the Delgado Museum, the Richmond, Virginia, Museum, and the Louisiana State Museum.

George F. Castleden was born December 4, 1861, in Canterbury. He studied under Sir Thomas Sidney Cooper in the Cooper Gallery of Canterbury. He received first prize for landscape painting from the Cooper gallery. In Canada at Regina, he received four first prizes at several exhibitions and in Winnipeg he received a gold medal, four first prizes and two second prizes. At Toronto he received a first prize at an exhibition of Canadian artists. The artist now lives in New Orleans and is a member of the Art and Crafts Club and the Southern States Art League. He is a landscape painter.

Romeo Celli, another New Orleans artist, was born November 20, 1877, in Rome, Italy, where he studied art. He made a statuette of Woodrow Wilson, and has been a frequent exhibitor in New Orleans.

Edith Fairfax Davenport was born in Kansas City, Missouri. She studied under Jean Paul Laurens, Ferdinand Humbert and at the Academie Julien in Paris. She is a member of the Southern States Art League and the Art Institute of Kansas City, Missouri. She is represented in the Brussels Museum and the Kansas City Public Library.

A. J. Drysdale is one of the best known artists in Louisiana. He was born in Marietta, Georgia, and received his art education in New Orleans under Paul Poincy and in the Art Students'



League of New York. He received the gold medal of the Art Association of New Orleans in 1909. He is represented in the Delgado Museum, the Louisiana State Museum, and in private collections all over the United States. Drysdale died in New Orleans last winter.

Robert W. Grafton, who painted in New Orleans from 1917 to 1920, was born in Chicago in 1876. He studied in the Art Institute of Chicago, in England, Holland, and Paris. He received the Foulks prize at the Richmond, Indiana, Art Association in 1910 and 1919. He is a member of the Chicago Society of Artists, the Palette and Chisel Club of Chicago, and the Artist Guild of Chicago. He is represented in the Delgado Museum, the Lafayette Art Association, and the Union League Club of Chicago, in Northwestern University, Purdue University, Earlham College, Richmond, Indiana, Museum, Tulane University, and in the State House at Springfield, Illinois. These artists were the leaders in Louisiana in the past and two or three of them are still living and producing work.

We shall next consider some of the early Louisiana architects, craftsmen and their works. The architect whose name comes first is Henry Hobson Richardson, whose work exercised a powerful influence in American architecture in the past century. Indeed, Richardson deserves the honor of being designated as Louisiana's greatest artist. Examples of his work done in the manner which came to be known as "Richardson Romanesque" may be found in many places in America. Richardson was born at the Priestly Plantation in St. James Parish, September 29, 1838. His early life was spent in New Orleans. Through the efforts of Judah P. Benjamin, an intimate friend of his father, he received an appointment to West Point, but an impediment in speech made him unfit for military service. He returned to Louisiana and spent one year in the University of Louisiana. From here he went to Harvard where he graduated. He later went to Paris to study architecture in the École Des Beaux Arts where he remained for six years. He returned to the United States and decided to make his home in New York. Many of the finest buildings of his time in the East went up under his plans. Recently the American Federation of Arts gave an evening to the discussion of Richardson over a national hook-up of radios. These series of broadcasts were limited to only fifteen or sixteen nights so that the honor given to this Louisiana architect is obvious.



Among the more important buildings which Richardson planned are: the Howard Memorial Library, New Orleans; Trinity Church, Boston; Sever Hall and the Law School, Harvard University; the south front of the capitol of the State of New York in Albany; the Allegheny County Buildings, Pittsburgh; the Chamber of Commerce, Cincinnati and the Jail, Pittsburgh.

The name of James Gallier is also outstanding among early Louisiana architects. Gallier was born in the village of Ravensdale in the county of Louth, Ireland, on July 24, 1798. After a little study in Dublin and Liverpool, he went to London where he began to engage in the work of architect and contractor. According to his autobiography, he left St. Catherine's docks in London on February 8, 1832, on the good ship, "Louisiana," and arrived in New York after a stormy voyage of sixty-five days. For a short while he lived in New York but decided to come South to New Orleans to cast his fortune. Here it was that his important work was done. In 1868, he was lost at sea off Cape Hatteras in the wreck of the "Evening Star." Many prominent Louisianians went down on the boat, together with a troupe of French Opera stars on their way to New Orleans for a performance. The son of James Gallier, James Gallier, Jr., was the architect for the old French Opera House.

James Gallier, Sr. designed the magnificent palace below White Castle, "Belle Grove," home of the Ware family. Reproductions of this building are contained in the last issue of "Country Life." He also planned many New Orleans buildings, including the present City Hall on Lafayette Square. In collaboration with his partner, Dakin, he designed the first St. Charles Hotel. The present hotel was built by a New York architect named Rogers, after the original building was destroyed by fire in 1851. Although this hotel is not especially important from an architectural viewpoint, it is important historically, as it was the first of the big American hotels planned to entertain and house great gatherings. The old St. Louis Hotel in New Orleans was the second of these large hotels. These were promoted and financed by large banking companies who obtained their charters from the legislature and the right to issue money on the improvements they created. In this and other ways the local banks developed capital which at one time was said to be over forty million dollars. This amount was twice the capital of any New York concern at that time.



J. N. de Puilly was architect for the St. Louis Hotel which was destroyed by fire a number of years ago. De Puilly was born in Bourgogne, France in 1805. He received his education in the *École des Beaux Arts* and is thought to have emigrated to New Orleans about 1830, where he began the practice of architecture. He died in 1875, and is buried in the lower St. Louis Cemetery among some of the tombs he designed. According to Mr. N. C. Curtis in his book on New Orleans Architecture, the dome of the old St. Louis hotel should be recorded in history as an outstanding achievement in the annals of American architecture. It is interesting to note in passing that many of the tombs designed by de Puilly were executed by Floraville Foy, a light colored man, who was a graduate of one of the French training schools and skilled in the carving of marble. Another negro artist of the past in Louisiana was Julian Hudson who painted portraits of distinction.

Benjamin Latrobe, architect for the White House in Washington, is represented in New Orleans by the old Louisiana State Bank Building on the corner of Royal and Conti Streets. It was constructed in 1822, and is still in use as an antique shop.

Francois Signoret and Prudent Mallard were two cabinet makers of New Orleans whose work was of the same high quality as that of the painters and architects of their time. They lived there between 1825 and 1860.

Much of the cast iron of New Orleans was made in the city before the Civil War. The Leeds Iron works and the Shakespeare Iron Works were the two outstanding plants. The latter plant also designed sugar making machinery. During the time of the Civil War, these concerns were converted into works for making war supplies and were ruined as a result of the war. It is interesting to note that New Orleans contains more balconies of cast iron, while Charleston has more of wrought iron.

Before we leave the artists of the past we shall mention Bor Anders Wikstrom, a Swede, who was designer of many of the famous Mardi Gras parades in New Orleans. He died in 1909, after designing the Hudson-Fulton Centennial parade in New York, where he had been summoned.

These artists were organized into bodies which worked for the common good of art in the state and the South. The first society for the encouragement of art was formed in 1840. The work was carried on under the direction of George Cook, a painter of some distinction. We next find the Art Union, or-



ganized in 1880. One of the organizers was Charles Wellington Boyle, who in 1924 was curator of the Delgado Museum of Art. The Art Union had classes in art which aggregated one hundred and fifty to two hundred students. The Southern Artists' League was organized in 1885, but after a few weeks was reorganized under the name of the Artists' Association. Toward the close of the nineties the Arts and Exhibition Club was formed, principally through the exertions of Professors Ellsworth and William Woodward of Newcomb College. In 1905, the Artists' Association and the Arts and Exhibition Club merged into the Art Association of New Orleans which has continued to function to the present day.

The Delgado Museum of Art, through the munificence of Mr. Isaac Delgado of New Orleans, was opened December 16, 1911. The loan exhibition was well selected and showed that New Orleans had many art patrons who willingly loaned to the museum. The museum now holds frequent exhibitions.

The Louisiana State Museum came into existence after the close of the World's Fair at St. Louis in 1904. The returning exhibition collected from the state of Louisiana formed the nucleus of its collection which was installed in the Washington Artillery Hall, and formally opened May 3, 1905. In 1911, the Museum moved into the group of buildings facing Jackson Square which were formerly occupied by the state and civil courts. From that time this museum has extended by leaps and bounds until today it is the most important institution of its kind in the South. There are nine hundred paintings in the portrait gallery of which many are of eminent figures in the history of the state. Numerous pictures of steamboats, marine views, and early street scenes are included. Among the important items pertaining to Napoleon is the original bronze of the death mask made by Antommarchi.

No review of the past in Louisiana art should end without homage to John James Audubon, the great ornithologist and artist who spent much of his life and did many of his important drawings in Louisiana. Although some biographers have been confused as to the birth place of Audubon, it is now known that he was born in Santo Domingo in 1785. Some believed that he had been born in Louisiana for he was brought here when very young. Later he went to France where he studied drawing under the great David. His important works are the



"Birds of America," "Quadrupeds of North America," and the "Ornithological Biography." In 1821, Audubon taught art in New Orleans but most of his work was done in other parts of the state and especially in the vicinity of St. Francisville. There are now several portraits by Audubon in the state and hundreds of reproductions of his birds and animals. His portraits are very rare, as the only time he painted them was when he was in desperate need of money. He was taught his first lessons in oil by an itinerant painter, John Stein, in Natchez. Later he received free instruction by Thomas Sully. One of his paintings is in the home of the Bowman sisters, "Rosedown," near St. Francisville. Audubon died in New York in 1851.

William Woodward, Professor Emeritus of the Newcomb School of Art, is Dean of Louisiana artists as well as of all southern artists. He is celebrating this year the fiftieth anniversary of his coming to Louisiana as head of the Department of Architecture of Tulane University. In December a sesquicentennial exhibition of his work will be exhibited at Newcomb College. Mr. Woodward was born in Seekonk, Massachusetts, on May 1, 1859. He was a pupil in the Rhode Island School of Design in Providence, the Normal Art School in Boston, and studied under Boulanger in Paris. In 1885, Mr. Woodward and his brother, Ellsworth, were called to Tulane to teach. The history of these two painters runs along in parallel courses so that the two men may be considered simultaneously. Ellsworth Woodward was born in 1861. From the very beginning of the art school which they founded at Newcomb, the quality of work done there advanced until today no one will deny that it is the outstanding art school of the South and one of the best in America. The products of the school are known all over America and especially the pottery which won first prize in one of our World Fairs. William Woodward, who is now in retirement and lives in Biloxi, Mississippi, is represented in the High Museum of Atlanta, the Rogers Art Gallery in Laurel, Mississippi, the Delgado Museum, and in many private collections. Ellsworth Woodward is represented in the Delgado Museum, the Jackson, Mississippi, Art Association, the Charleston, South Carolina, Museum, and the Brooklyn Museum in New York. He is president of the Southern States Art League and is one of the lecturers of the Bureau of University Travel. He has lectured all over the United States and in Europe and has held positions of honor and



responsibility in countless other such societies. When the national government organized the Public Works of Art Project last year, Ellsworth Woodward was chosen as one of the Regional Directors, and is in charge of the artists working in several states.

The development of Newcomb pottery is an interesting story. Professor Woodward searched throughout the country for a suitable clay for a unique, individual type of ceramic product. He sought the advice of Joseph Meyer, one of the greatest potters. He spent many hours testing local clays and finally decided upon the river loam filtered from the Mississippi water in the city's purification plant. A new glaze was perfected and the natural designs typical of Louisiana were used for the basis of designs on the vases. The spirits of William and Ellsworth Woodward will be present whenever and wherever Southern artists are gathered in ages to come. Their work as pioneers in the field of art education in the South can not be forgotten.

Will Stevens is one of our prominent contemporary artists. He has studied in a number of American schools and for years has been an instructor at Newcomb College, where he now teaches drawing and advanced painting classes. He is also instructor in the Natchitoches Art Colony and conducts a school in Gatlinburg, Tennessee, each summer. He has developed a new technique of water proof pastel which he hopes will combine the permanence of oil with the glowing color pastel. Mr. Stevens is represented in the J. B. Speed Memorial Museum in Louisville, and in galleries in Des Moines, Iowa; Shreveport, Louisiana; Norman, Oklahoma, and in many private collections. He is a member of the Southern States Art League and the New Orleans Art Association.

Mrs. Gertrude Roberts Smith, who retired last year, devoted herself to the interests of art in Louisiana for over forty years. She is one of the outstanding authorities on the subject of color theory and textiles in this country. She is a painter of note and a very distinguished designer. During the years of her residence in Louisiana she was always ready to answer the call from various organizations in the South for a lecture on her favorite subject of textiles, design, and home planning.

Mary G. Sheerer, who was brought to New Orleans from Cincinnati to organize a department of pottery soon after the opening of Newcomb's Art School, has served for several years



as Art Chairman of the National Ceramic Society and received the award of Fellow in this society because of her contributions to the subject of Ceramics.

Charles Bein, a graduate of Tulane University and of Columbia University, has studied abroad. He is now Director of the Art School of the Arts and Crafts Club in New Orleans.

Lota Troy is a graduate of Greensboro College, North Carolina, and of Columbia University and has studied in the Chicago Art Institute and with various private teachers in New York. She is a teacher of bookbinding and design and has received several awards for her work in bookbinding. She is a member of the National Guild of Book Workers and has served as president of this organization.

Juanita Gonzales studied at the Newcomb School of Art, the Art Students' League, and with Alexander Archipenko. She did free lance work in New York City for two years, executing industrial designs. She was instructor in the Greenwich House Pottery in 1929. At present she is instructor in pottery at Newcomb College and instructor in design at the New Orleans Art School. Some of her work includes a series of large garden jars in the garden of J. P. Morgan, a room designed for Mrs. Herbert Scoville of New York, architectural sculpture on the state capitol in Baton Rouge, work on the Louisiana State University Medical School, and a fountain in the building known as the first theatre in New Orleans. She has exhibited in the Potter's Shop, New York, for six years and at the International Ceramic Exhibition, sponsored by the American Federation of Arts.

Xavier Gonzales is a teacher of life drawing, water color, and design in the Newcomb Art School. He is well known for his murals in the Shushan Airport at New Orleans and murals in various cities in Texas.

Clarence Millet is a young painter who has been receiving much notice lately. He studied in the Art Students' League of New York and is represented in the Belhaven College and the Jackson, Mississippi, Art Gallery, in the Louisiana Polytechnic Institute in Ruston, Louisiana, and in many private collections.

Leon Charles Weiss was born in Farmerville, Louisiana, on December 10, 1882. He attended Tulane University and taking the regular four year course in the College of Technology, he graduated in 1903 with the degree of Bachelor of Engineering. He took post graduate work at Tulane and graduated with the



degree of Master of Engineering in 1905. He has been actively engaged in the practice of architecture since 1904, concurrent with his second year of post graduate work, and continuously thereafter. He is a member of the American Institute of Architects and of the Louisiana Engineering Society. He has served for three consecutive years as president of the Louisiana chapter of the American Institute of Architects, and is a member of the Louisiana Architects' Association, of which he has served as president for three years. He is a member, by invitation, of the Architectural League of New York.

Felix Julius Dreyfous was born in New Orleans on October 21, 1896. He attended Tulane University from 1913-1915 and the University of Pennsylvania from 1915-17. He is a member of the American Institute of Architects, and is at present vice-president of its Louisiana chapter. Prior to holding this office, he served as treasurer of the local chapter. He is an administrator of Delgado Museum of Art, New Orleans, and a member of the New Orleans City Park Board.

Solis Seiferth was born in New Orleans on February 13, 1895. He attended Tulane University from 1911-1915, receiving the degree of Bachelor of Architecture. He has been a member of the firm of Weiss, Dreyfous & Seiferth, of New Orleans, for the past twelve years. He is a member of the American Institute of Architects, the American Society of Civil Engineers, and the Louisiana Engineering Society. He has served as president of the Louisiana chapter of the American Institute of Architects. At the present time he is president of the Board of Architectural examiners for the State of Louisiana. Recent important work of the architectural firm of Weiss, Dreyfous and Seiferth include the Louisiana State Capitol, Baton Rouge; the Shushan Airport, New Orleans; the Music and Dramatic Arts Building, the Huey P. Long Field House, and Smith Hall, at the Louisiana State University; the Governor's Mansion, Baton Rouge; the Louisiana State University Medical Center, New Orleans; and the Lapeyre-Miltenberger Home for Convalescents, New Orleans.

Albert Rieker was born in Stuttgart, Germany, in 1890. His elementary schooling was obtained in Germany, after which he attended the Academy of Fine Arts in Munich and the Academy of Fine Arts in Stuttgart. He studied for a year in Italy as a result of winning the Royal Scholarship awarded by the King of Wurttemberg in 1912-13. He came to New Orleans in 1923, and



has resided in that city since that time, being admitted to American citizenship in 1931. Mr. Rieker was awarded the second prize in the Commemorative Medal Competition, State of Wurttemberg, 1921; third prize, Ecclesiastical Art Competition, Stuttgart, 1910; and third prize, Municipal Fountain Competition, Nuremburg, 1911. His work includes hundreds of commissions in Germany and in the United States. Among his American work can be mentioned the Mente Monument, the Siani memorial, the Heller Memorial, the Vaccaro Mausoleum, several plaques in the Medical Center of the Louisiana State University, all of which are in New Orleans. His work also includes the Withers Monument in the Vicksburg National Military Park; bas-reliefs of the First National Bank of Port Arthur, Texas; the panels of Livingston, Claiborne, LaSalle, Beauregard, and Zachary Taylor in the Louisiana State Capitol at Baton Rouge; and the statue of Bienville at the State Capitol, Baton Rouge.

Angela Gregory is a daughter of Professor William B. Gregory who has served for many years on the faculty in the College of Engineering at Tulane University. Miss Gregory was born in New Orleans and received her primary education there. She later attended the architectural department of Tulane University and the Arts and Crafts Club of New Orleans. She graduated from the Art School of Newcomb College in 1925, after which she studied under Charles Keeck in New York City. For three years she studied abroad. She received a scholarship to the New York School of Fine and Applied Arts in Paris, and later worked in the Academie de la Grande Chaumiere and the Paris studio of Bourdelle. Among her work can be mentioned the following: Bas-relief of President Dixon at Newcomb College; heads of John Freeman, Rogers Morse Freeman, and Mrs. Freeman, all of Providence, Rhode Island; plaque of Aesculapius for the Hutchinson Memorial, Tulane Medical School; and considerable architectural sculpture for the new criminal courts building in New Orleans. An interesting recent work was a bronze goose for Tiffany's small bronze collection in New York. Also Miss Gregory executed the panels of Benjamin, Jefferson, White, Gottschalk, Aubudon, Gayarré, Tulane, and Touro, which ornament the Louisiana State Capitol at Baton Rouge.

Amos Lee Armstrong of Monroe has done much to help the cause of art in North Louisiana. For several years he lived and painted in Shreveport, but now is engaged in teaching a class in Monroe.



Mrs. Allen Rendall of Shreveport is the outstanding painter of that section of our state. For a number of years she studied in France under various instructors and for the past year has painted in New Mexico. Mrs. Rendall paints landscapes, portraits, and genre subjects and is a frequent exhibitor in the Shreveport shows. She has been active as one of the organizers of the Shreveport Art Club and is known as a generous patron of the arts as well as a painter of note.

Edward F. Neil, Shreveport's best known architect, has designed many beautiful public buildings and homes in that city. His Caddo Parish Court House is one of Louisiana's most beautiful buildings and has been copied by a number of counties in the United States. He has designed most of the Caddo Parish school houses of the larger type.

In Natchitoches, Miss Gladys Breazeale and Miss Irma Sompayrac have been the guiding spirits of the Natchitoches Art Colony which attracts students from several states each summer. These two ladies have received national recognition for their work in this colony. Several pages were given to a description of the colony in the recent book by R. L. Duffus, "The American Renaissance".

The following painters who did work of exceptional merit in the past in Louisiana are listed as a matter of record, with the approximate date of the zenith of their activity:

Salazar	Portrait Painter	1769
Romegar	Portrait and Landscape	1772
Latzar, Frances	Portrait	1802
Woissera, Boqueta de	Landscape	1803
Godefroy	Portrait	1808
Valle, M.	Miniature	1814
Bruster, Edmund	Portrait	1818
Cardelli, Peter	Sculptor	1820
Collas, Louis	Miniature	1820
Jarvis, John W.	Portrait	1822
Lanzeau	Portrait	1822
Lissaute, Pierre	Portrait	1824
Sel, John B.	Miniature	1824
Armans, L.	Portrait	1830
Vaudechamps	Portrait	1830
Ceresi	Historical	1832
Bilfelat	Portrait	1836
Pinoli	Historical	1836
Fleischbein	Portrait	1838
Lauseau	Mural	1838



Foy, F.	Sculptor	1838
Hudson, J.	Portrait	1840
Layman, E.	Portrait	1840
Lion, J.	Painter and Lithographer	1840
Noon, J. F.	Portrait	1842
Smith, J. R.	Landscape	1842
Pointel, J. B.	Marine	1844
Pomarede, Leon	Mural	1846
Veilex, Theodore	Sculptor	1844
Hudson, Julian	Marine	1846
Callin, George A.	Indian	1848
Powers, A. J.	Portrait	1848
Bernard	Landscape	1850
Ranck	Historical	1850
Healy, G. P. A.	Portrait	1852
Baker, William H.	Portrait	1853
Laux	Fruit	1854
Moise, Theo. S.	Portrait	1854
Canova	Mural	1854
Reinhart, B. F.	Landscape	1854
Schmidt, P.	Portrait	1854
Walker, Samuel	Portrait	1855
Fisher, C. F.	Portrait	1856
Monony, W. M.	Portrait	1856
Gerin, J.	Portrait	1856
Brennan, Joseph	Landscape	1857
Coulon, George D.	Portrait and Genere	1858
David	Genere	1858
Jones, Frances D.	Book Illustration	1860
Poincy, Paul	Genere and Portrait	1860

The writer wishes to express his thanks for assistance given by Mr. James A. McMillen, Librarian of the Hill Memorial Library at Louisiana State University; Miss Lota Troy, Director of the Newcomb College School of Art; Mr. Robert Usher, Librarian of the Howard Memorial Library at New Orleans; and Mr. Leon C. Weiss, Architect of New Orleans. Acknowledgement is also due information obtained from published material by Mr. N. C. Curtis, and Dr. Cline of New Orleans.





## THE STORY OF ACADIAN EDUCATION IN LOUISIANA\*

By EDWIN L. STEPHENS

President Southwestern Louisiana Institute, Lafayette, Louisiana

The whole story of Acadian education in Louisiana would be quite beyond the scope of the brief paper I have been invited to offer on this occasion, but I infer from the kind invitation of your President, Mr. Parsons, that he would have me exhibit only the cross-section of the subject which may be found in a resume of the founding and some thirty years of the work of the state college which is located in the heart of the Acadian country at Lafayette—the Southwestern Louisiana Institute.

Through the misfortunes of colonial wars and the destinies of history, our state of Louisiana became the principal haven of refuge to the exiled French inhabitants of Nova Scotia. This exile was effected in 1755, and during the next ten years streams of this unfortunate people flowed from time to time into Louisiana, where they were the more hospitably received because of the natural ties of race, religion, and nationality held in common from the mother country of France by the colonists of both Acadia and Louisiana. Louisiana was still in the possession of France at the time of the exile, under Governor Kerlerec; and, although it was transferred to Spain a few years later, the same hospitable treatment of the Acadians continued to be extended by the Spanish governors. The new population were given lands on the Mississippi River above the German settlements, whence they gradually became widely extended throughout their present homes, mainly in southwestern Louisiana. I would guess that Lafayette is now the geographical center of the Acadian population of more than 300,000 who have descended from the three or four thousand which came to Louisiana just about one hundred and seventy-five years ago.

Last week I attended the funeral of Mr. Gaston Thibodeaux, a man of middle age, a typical descendant of the exiled people, whose education came under my direction in the Southwestern Louisiana Institute. He had been for a number of years a school

\* An address delivered before the Louisiana Historical Society, at the Cabildo in New Orleans, November 28, 1933. Reprinted from *Louisiana Schools*, September, 1934.



teacher in his parish of St. Martin, and was at the time of his death a member of the House of Representatives in the State Legislature. He was borne to the grave by his brothers, most of whom had likewise been students at the same school, and his sons, who are students there now. The ambition for education is evidenced as a typical family characteristic. While a new church is being built in Breaux Bridge, services are being held in an adjoining parochial school house, and the large concourse at the funeral were very much crowded in the small building. I was impressed with a vivid reminder of the crowding of the ancestors of this same group into the little church in Grand Pre on September 5, 1755, where the cruel edict of the British king was read to them and they suffered the horror of finding themselves prisoners and exiles. Mr. Dudley J. LeBlanc, another alumnus, has presented an interesting account of this scene, and of the hardships and subsequent experiences of the exiles in his recently published book, "The True Story of the Acadians." Scarcely any other event in history has been more signally lifted into the reach of sympathetic human interest than this exile was in Longfellow's immortal epic of "Evangeline."

The Acadians have always been and still are in the main a pastoral people. Their ancestors were farmers, cattle raisers and fishermen. It has been the genius of their race to develop small holdings for homestead, pasturage, and farm crops, and to worship God in the manner handed down by their fathers, faithful to their church. Their baptismal names, so largely reminiscent of the heroic age of Greece, such as Achille, Ulysee, Alcide, Alcibiade, Sosthene, Telemaque, and many others, are only a reflection of the influence of the revival of learning upon the Catholic clergy during the Middle Ages. But they have always had the noticeable element of ambition for education, and the study of public service. Among them have been found some of the most eminent names in public office in the state's history—governors, lieutenant-governors, United States senators, able lawyers, bankers, doctors, priests, judges and justices of the supreme court. The fact that the beginnings of systems of education among them in Louisiana were retarded is due to the natural cause of the difference in language between the colonial settlers in Louisiana and the colonial settlers in the rest of the United States. If the case had been reversed and the French colonies in America had been erected into a united republic of French states and if this



republic had purchased the American colonies from England, and had then adopted laws requiring all public business to be conducted in French, it can scarcely be doubted that the development of the French-speaking schools in the English-speaking territory would have been correspondingly retarded. We are so accustomed to think of the simplicity of English, and the stupidity of other people's not learning it, that we are apt to overlook the reasonable probability that French is just as simple to French-speaking people, and that English-speaking people are just as stupid about learning French. It was, of course, inevitable that the American public school, English-speaking, could not possibly develop in the French state of Louisiana with the same ease or rapidity as in the English-speaking portions of the United States. And it should therefore never be taken as a reproach to the French parishes of Louisiana that they remained longest in the high percentage of illiteracy.

I have taken a special interest to note the statistics on illiteracy throughout the state for the four census periods of 1900, 1910, 1920, and 1930, and I am glad to be able to report what I regard as a very creditable showing from these figures of the progress of education throughout the French parishes of the state. In 1900, in the French parishes of the state—namely, Acadia, Allen, Ascension, Assumption, Avoyelles, Beauregard, Calcasieu, Cameron, Evangeline, Iberia, Iberville, Jefferson, Jefferson Davis, Lafayette, Lafourche, Orleans, Plaquemines, Pointe Coupee, St. Bernard, St. Charles, St. James, St. John the Baptist, St. Landry, St. Martin, St. Mary, Terrebonne, and Vermilion—there was a total number of 61,378 illiterate native whites over ten years ago. (The figures showing the total white population over ten years of age, and the percentage of illiteracy are not available in the census report for 1900.) In 1910, in a total population of 401,651, ten years of age and over, there were 69,650 illiterate whites, or 22.2 per cent. In 1920, in a total population of 475,538, there were 70,238 illiterates, or 22.3 per cent. In 1930, in a total population of 567,508, there were 61,292, or 16.0 per cent. Assuming that these figures are, on the whole approximately correct, I think it may be inferred that good work has been going on in the schools of these parishes.

The activities of the parochial schools of the various Catholic orders, of the public schools throughout the French parishes, and of the notable colleges, private and public, such as the Louisiana



State University, Tulane, Loyola. Jefferson College, the Ursulines, the Dominicans, the Sacred Heart Convents, and others, constitute a fundamental and a major part in the story of education among the Acadians, as well as other French and English speaking inhabitants of southwestern Louisiana. But the account I am best able to relate of such activities is that of the founding and development of the Southwestern Louisiana Institute at Lafayette, together with a just tribute to the memory of its founder, Mr. Robert Martin, of St. Martinville.

By reason of its central location among the Acadian inhabitants of Louisiana, it is likely that the Southwestern Louisiana Institute may prove historically to be the most important of all influences in the education of this people. And if this should prove to be the case, I submit that the name of Robert Martin will occupy first place in their educational history. For it was he who conceived the plan, prepared the bill, and persistently fought through two sessions of the Louisiana Legislature for its enactment into law creating this state institution of higher learning for southwestern Louisiana. Robert Martin was born in Breaux Bridge, St. Martin parish, March 3, 1853, son of Simeon Valery Martin and his wife, Celina deBlanc Martin. His mother was a sister of Alcibiades deBlanc, a Justice of the Supreme Court of Louisiana, and a very distinguished leader in the state. Mr. Martin lived for a time in New Orleans, but most of his life was spent in St. Martinville. His education was in a St. Martinville parochial school, in New Orleans high school and commercial school, and in the Louisiana State University. He studied law under the preceptorship of his uncle, Justice deBlanc, and was admitted to the bar through examination before the Supreme Court. He practiced in St. Martinville, afterwards forming the firm of Martin and Martin, with his son, James J. Martin. He proved successful in his profession and in his investments, and founded the Bank of St. Martinville in 1893, and was its president for thirty-six years. He was elected State Senator in the Legislature from the thirteenth District, comprising the parishes of Iberia, Lafayette, and St. Martin, in 1896 and served for four years. Early in the session of 1896, he was appointed as one of the members from the Senate on a committee of the House and Senate to visit the state institutions for higher education, and to report upon their condition and needs. I was at that time a member of the faculty of the State Normal College at Natchitoches



under the presidency of Colonel Thomas D. Boyd. I vividly remember the visit of that committee to our school at Natchitoches. Colonel Boyd courteously invited them to speak at the morning assembly of the faculty and students. I remember in particular the addresses of Senator Lawrason, Senator Lowrey and Senator Martin.

Among other things, Senator Martin said that he greatly admired our institution, and wished that the young men and women of his portion of the state—southwestern Louisiana—had such an opportunity for higher education. Very soon afterwards Senator Martin introduced a bill in the Senate proposing the establishment of an institution to be known as the "Southwestern Louisiana Industrial Institute," to be located in one of the parishes of the Thirteenth District, and to be an institution similar to the Louisiana Industrial Institute which had been established at Ruston in 1894. I have always thought that Mr. Martin must have looked over the situation with the view of proposing a name that would be most likely to bring success in the passing of the bill. He saw that there was already a "Normal School" in central Louisiana (Natchitoches), and an "Industrial Institute" in north Louisiana (Ruston); and so the idea at once suggested itself to him that it would only be balancing things if another "Industrial School" were established in southwestern Louisiana. (The State University was in southeastern Louisiana and Tulane was in New Orleans.) So the line of least legislative resistance for the establishment of another state institution of learning in southwestern Louisiana would be obtained by making it a parallel to the other school already established in north Louisiana. It was learned later that Dr. Lomax of Ruston, who framed the law establishing the school at that place, had copied the Mississippi law establishing the "Industrial Institute and College of Mississippi." Even the name of the Ruston school was first: "Industrial Institute and College of Louisiana"—but was afterwards changed to "Louisiana Industrial Institute." So Mr. Martin copied the Ruston law, and the legislative model of both these schools was therefore the institution at Columbus, Mississippi (which probably got theirs from Georgia or North Carolina). That institution is now the "Mississippi State College for Women."

Senator Martin succeeded in getting the bill passed through both houses of the Legislature in 1896, without one vote to spare. It took a two-thirds majority to establish a new state institution



(in consequence it has been claimed by almost every man who voted for the establishment of this institution that he himself was the man who did it! And in fact, he was, for his single vote, changed to No, would have lost the bill). But when the bill was brought to Governor Foster, he vetoed it on the ground of insufficient funds to establish a new institution of learning at that time. He promised Mr. Martin, however, that if he would get the bill re-enacted in the session of 1898, it would be approved. So Mr. Martin did secure its re-enactment in the next session of the Legislature, Governor Foster signed the bill, and the Southwestern Louisiana Industrial Institute was thus established—by Act 162 of 1898.

There must still have been, however, a lack of funds, for the Board of Trustees under the Act was not appointed until October 20, 1899. It was composed of Mr. Robert Martin, of St. Martinville, and Dr. James A. Lee, of New Iberia, at large; General Albert Estopinal, of St. Bernard, 1st District; Professor Brown Ayres, of New Orleans, 2nd District; Capt. John C. Buchanan, of Lafayette, 3rd District; Mr. Amos L. Ponder, of Sabine, 4th District (never qualified); Maj. J. G. Lee, of Ouachita, 5th District; Mr. Thomas H. Lewis, of St. Landry, 6th District; and Governor Murphy J. Foster and State Superintendent J. V. Calhoun, ex-officio. This Board held its first meeting on January 3, 1900. Mr. Robert Martin was elected Vice-President of the Board and Chairman of the Executive Committee; Mr. Crow Girard of Lafayette was elected Treasurer, and Mr. Edwin L. Stephens, president of the faculty. The Board visited sites proffered in Lafayette, Scott, and New Iberia for the location of the new school, and accepted one of the sites in Lafayette, namely, the twenty-five acres offered by Mr. Crow Girard and his mother, Mrs. Maxim A. Girard. Other inducements to the Board were a tax of two mills for ten years upon the entire parish of Lafayette, a cash bonus of \$8,000 from citizens and public bodies, and a cash loan of \$10,000 for immediate needs, hypothecated upon the tax.

The corner stone for the first building, Martin Hall, as it is known today, was laid by Mr. Martin himself on June 21, 1900. with elaborate ceremonies in which the late Bishop Rouxel of New Orleans, the late Robert F. Broussard, then member of Congress, and other distinguished persons participated. This building was completed and dedicated on June 15, 1901, and the first session of the institute was opened on September 18, 1901.



Mr. Robert Martin remained on the Board of Trustees, as its Vice-President and Chairman of the Executive Committee, until 1908, when he declined reappointment. He was for many years after that, however a member of the State Board of Education, and in 1923 became again a trustee of the college he had founded when, through the operation of the new Constitution of 1921, its control was given over to the State Board of Education. After many years of devoted service, both to the public schools of the state and the promotion of the interests of the state college of his founding, he retired from membership on the State Board of Education in the year 1929. He passed away on Monday, March 28, 1932, mourned by the alumni, faculty and students of Southwestern Louisiana Institute, and by thousands of his fellow-citizens.

In a tribute to Mr. Martin paid by myself on the occasion of the re-dedication of Martin Hall when it was extended and enlarged, November 25, 1929, I offered the following forecast for the future historian of education among the Acadian people:

"After many sufferings on land and sea, buffeted by the hardships of strangers in a strange land, depressed by poverty, and sick at heart for the loss of loved ones, and of all their worldly goods, the exiles from Acadia came to Louisiana. Here was a welcome from the warm hearts of a kindred people of their own faith and language. Up the bayous of southwestern Louisiana they came and applied themselves, with the native industry that marks their character, to the agricultural and pastoral life afforded by this bountiful soil and climate. They built a new, a southern Acadia. They became good citizens of a Spanish province, and afterwards of an American territory, and afterwards of an American state. They proved valiant soldiers in a Civil War. Through all vicissitudes they kept alive their faith, their industry, and their devotion to home and family. Deprived of an education for a hundred years, they nevertheless kept alive the altar fires of an ambition for better things. And after a slow rehabilitation from the Civil War, they seized upon the movement for schools, both public and parochial. Elementary schools led to high schools. And in due season one of their wisest and most far-seeing men, Robert Martin, secured the establishment of a state institution of higher learning to be located within the heart of the Acadian country. Within a few years that institution became recognized as a standard American college, and college



degrees were thenceforth earned in increasing numbers by young men and women bearing the well-known names of the Exiles of the Old, the Pioneers of the New Acadia—Arceneaux, Breaux, Boudreaux, Broussard, Comeaux, Doucet, Guidry, Hebert, Landry, LeBlanc, Martin, Mouton, Prejean, Richard, Sonnier, and Thibodeaux."

This state institution of learning in the Acadian country was obliged to start out as an elementary and high school rather than as a college. On account of the fact that public elementary schools and high schools had not yet been developed to any extent in the country round about, it was absolutely necessary for Southwestern Institute to admit students of very low academic achievement during the first years of its existence. However, a scholarly faculty was obtained and the ideal was constantly cherished of lifting the standard of its several curricula from time to time until it should have attained collegiate grade. This was done. Public schools and parochial schools in the parishes round about were stimulated to develop themselves accordingly, and every time the institute raised its requirements, the elementary schools were enabled to retain their students and thus raise their standards accordingly. Very soon high schools were thus encouraged and were developed. So long as high school students in the adjoining parishes could enter the institute before graduating from the high school, the development of high schools was retarded. But when finally the institute required graduation from high school as a prerequisite for admission to its own freshman class, then the high schools were greatly encouraged and were rapidly developed. Where there were not a dozen high schools in all of southwestern Louisiana in 1900, there were more than 125 in 1930. Where there were less than 50 high school graduates in this territory in 1900, there were more than 1,000 for the year 1930. The Southwestern Louisiana Institute, which opened in 1901, had become a full-fledged college in 1921. The new Constitution of that year changed its name to "Southwestern Louisiana Institute." The use of the word "Industrial" in the first name of the institution had been a serious mistake. That word had been in use for more than a century in both America and England to describe a type of penal institution—a sort of home for delinquent and incorrigible boys and girls, where the work they were required to do was punitive in character rather than educational or constructive. The use of this name had come into a number of the Southern



states, apparently without knowledge of its bad connotation. I think it has now been generally discarded; notwithstanding the fact that the curricula which take manual training into account, and various technical activities, are still in general use and are receiving a larger application in educational programs.

The courses of study in Southwestern Louisiana Institute have been a continuous development from the first. Those including practical and technical courses have developed into the college department of agriculture, practical art, commerce and secretarial studies, engineering, and home economics. For students who mean to continue their education into college and university there was developed the four-year College of Liberal Arts, and from the courses for teachers there was later developed the four-year College of Education. These colleges were organized with separate deans and faculties, and were authorized to grant degrees of Bachelor of Arts and Bachelor of Science. In the period from 1921 to 1933, the College of Education has conferred a total of 619 degrees, of which 480 were Bachelor of Arts and 139 were Bachelor of Science. Almost all of these graduates have gone into the service of the public schools as high school teachers, principals, supervisors and superintendents. In the same period the College of Liberal Arts has conferred a total of 355 degrees, of which 147 were Bachelor of Arts and 139 were Bachelor of Science. A great many students in this college have left at the end of the second year in order to enter professional schools of law and medicine. Former students and graduates who have received their training in the College of Liberal Arts have met with remarkable success. They may be found among the successful teachers, doctors, and lawyers, commercial managers, farm managers, dairy managers, and holding important positions in engineering in their several communities throughout the state and country.

In December, 1925, Southwestern Louisiana Institute was approved and received into membership of the Southern Association of Colleges at the annual meeting in Charleston, South Carolina. It was soon afterward accepted as a member of the Association of American Colleges and of the American Association of Teachers' Colleges. It has grown from its small beginning in 1901 with eight teachers and 145 elementary students, to 62 teachers in 1933 and the following summary of its enrollment for the year 1932-33: Seniors, 236; Juniors, 266, Sophomores, 413; Freshmen, 474; Special, 31; Unclassified, 20; total 1,440; net extension



enrollment, 455; less duplication, 132; total college enrollment, 1,763; training school students, 901; grand total, 2,664.

I think I may conclude with an expression of pardonable pride on behalf of our unique state college in the Acadian country, that its work in the cause of education in this section of Louisiana has only begun and is destined to become of greater and greater value in the course of its history.





## CHANGES IN LOUISIANA AGRICULTURE, 1860-1880

By G. W. MCGINTY

The object of this paper is to show the changes that took place in Louisiana agriculture following the War for Southern Independence. This the writer has found no easy task. There were several factors responsible for this. As an illustration, the writer is aware that great changes took place in land ownership, yet his chief source, the U. S. Census Reports, gives statistics on land ownership for the first time in 1880,<sup>1</sup> while those for the individual states were not given until 1890.

It is generally admitted that tenancy was rare in the South in 1860, but following the war tenancy gained a strong hold on the South. To quote one writer,<sup>2</sup> "Of the farmers to whom cotton was the chief source of income more than two-thirds were tenants. Thus with a percentage of tenancy in the United States of less than 4%, eight states in the South had a rate over 50%." Another says,<sup>3</sup> "The End of reconstruction found the tenant system firmly fastened upon the South. The plantation system had broken down since the owner no longer had slaves to work his land, capital to pay wages, or credit on which to borrow the necessary funds." The staple products of the South then remained the same, but the manner of production was altered.<sup>4</sup> This altered manner of production had its evils. Plantations were divided into small tracts and rented to poor whites or to negro tenants. The tenant often took "a mind to move" at inconvenient and disastrous times for the landlord.

The tenancy took various forms such as "share" tenancy, "cash leases," "crop liens," and so on. Few of the landless whites and practically none of the negroes had sufficient money reserve to maintain themselves for a year, and hence no capital to apply to the land on which they were tenants. So the country merchant assumed the role of banker to the tenant farmer.<sup>5</sup> The

<sup>1</sup> Humphrey, E. F., *Economic History of the United States*, p. 332, says that in 1880 fully 74% of the farms in the country were cultivated by the owners, 18% were worked on shares, and 8% leased for cash; whereas one-third of the farms of the South were worked by tenants.

<sup>2</sup> Odum, H. W., *An American Epoch*, p. 62. The eight states named are: Texas, Georgia, Mississippi, North Carolina, South Carolina, Arkansas, Alabama, and Tennessee. There is no reason why Louisiana should not be included in this group.

<sup>3</sup> Thompson, H., *The New South*, p. 64.

<sup>4</sup> Faulkner, H. U., *Economic History of the United States*, p. 445.

<sup>5</sup> Thompson, H., *The New South*, p. 66.







share system was introduced to meet the situation of keeping the negro on the farm. If he was dependable the farmer would have preferred to pay him wages, but he might run off before the crop was made.<sup>6</sup> The country merchant came into existence because of the lack of capital, yet he has been a factor in keeping the South poor. Likewise, tenancy in various forms remains a curse to the South. What has been said in general of the South can be applied specifically to Louisiana.

The state of Louisiana lies between 25°56' and 33° north latitude, and 89° and 94° west longitude. By far the greater portion (37,030 sq. mi.) lies west of the Mississippi River. The total area of the state is about 48,506 sq. mi., and of this about 20,000 sq. mi. are lowland belonging to the alluvium of the Mississippi and Red rivers and to the marsh region of the coast, the rest or over one-half of the state being upland of varying character.<sup>7</sup> Roughly speaking the main crop of the northern half of the state was cotton with various subsidiary crops. Most of the sugar cane was grown in the alluvial soil in the basin of the Mississippi River south of the mouth of the Red River, while the rice crop was produced in the prairie section of southwest Louisiana, centering at Crowley.

As was stated above, we have no data to show the tenancy before or just after the war. The following table, called Table I, will show the situation of tenancy in the state in 1890.

A study of this table shows that more than 55% of all farms in the state in 1890 were cultivated by the owners. However, the Census report does not reveal how many of these were under mortgage; so it may be that many of these did not really own their farms. More accurately, it means that the title to the land was in their names.<sup>8</sup> More than one-sixth of the farms in the state were rented for a fixed money value, while more than one-fourth were rented for a share of the products. Comparison with 1860 or 1870 is impossible because of lack of data. Of the 34,714 farms of less than fifty acres, 46% were rented for a share of the products and 26% were rented for a fixed money value, while 28% were cultivated by owners or those who held title to the land.

<sup>6</sup> Humphrey, E. F., *An Economic History of the United States*, p. 318, says the number of whites in the South available for work had been reduced by one-third as a result of the war.

<sup>7</sup> *Report of State Commissioner of Agriculture, 1886*, p. 90.

<sup>8</sup> The censuses of 1880 and 1890 give some information as to farm mortgages, but it is given in such form that the writer could not interpret it so as to throw any light here.



The table further shows that as the size of the farm increased, after fifty acres, the percentage of those cultivated by owners increased. Of the farms of 1,000 acres or more, 85% were cultivated by the owners, and only 5% rented on shares of crop, leaving 10% rented for a fixed money value.

Data is not available to show how the credit system compared with tenancy but a New Orleans newspaper<sup>9</sup> said that fully four-fifths of the farmers bought on credit in 1889.

It might be of interest to compare the above table of tenancy with the conditions in the four largest parishes, or rather the parishes having the most farms.

TABLE II. TENANCY IN FOUR LARGEST PARISHES<sup>10</sup>

Parish	Total No. Farms	Average size in acres	% Cultivated by owners	% Rented for fixed sum	% Rented for share of products
Avoyelles	3,529	48	39.13%	32.39%	23.48%
Bossier	2,892	77	30.08%	9.48%	60.44%
Rapides	2,582	83	36.13%	36.91%	26.96%
St. Landry	3,538	103	61.64%	9.98%	28.38%

It will be noted that two of these parishes, Avoyelles and Rapides, had about the same percentage of farms cultivated by the owners, that is, 39% and 36% respectively; about the same percentage rented for a fixed sum, that is, 32% and 36% respectively; and 28% and 26% rented for a share of the crop. These parishes adjoin each other and are near the center of the state. They raise both cane and cotton as staple crops. They likewise are adapted to general agriculture. They are for the most part alluvial soil, with Rapides having some hills and uplands. This might account for the average size of the Rapides farm being about 60% larger than that in Avoyelles, but this is doubtful. These parishes should be fairly representative of the state in general.

<sup>9</sup> Otken, C. H., *Ills of the South*, p. 76, makes this statement as taken from a New Orleans newspaper.

<sup>10</sup> *U. S. Census, 1890, Agricultural Statistics*, pp. 148-149. These parishes had more farms than the others.



It is to be noted that only 30% of the farms of Bossier Parish were cultivated by the owners while 61 $\frac{2}{3}$ % of those of St. Landry were thus cultivated. They had about an equal percentage rented for a fixed sum, but Bossier Parish had over 60% of its farms rented for share of the crop, whereas St. Landry had only 28% of hers so rented. Since the main stable crop of Bossier was cotton and that of St. Landry sugar cane, this may indicate that tenancy got a stronger hold on the cotton plantations than on the sugar plantations. However, more extensive studies would have to be made to warrant such a conclusion. The fact that the average St. Landry farm was almost 50% larger than the average Bossier farm may also support the above noted trend. It may be that the sugar planter found it more advisable to pay his labor wages than did the cotton planter, as the following indicates.<sup>11</sup>

"The tenant system is largely adopted in making cotton; the proprietor furnishing the land, team, feed, and implements necessary to make and prepare the crops for market, receiving one-half the crop, or one-fourth when he only furnishes the land. On sugar plantations mostly wages are paid; in some instances the system with a central mill is adopted, where the land is leased to the tenant and the cane bought at a stipulated price."

The same report goes on to give the advantage of the wage system over the share system as follows:

"The wages system is without a doubt the most advantageous to both the planter and the laborer. The laborer by it, is enabled to lay up in a few years a sufficiency to commence planting on a cash basis and the farmer by it can control the labor, as well as superintend the cultivation and hold in discipline his employees, thereby enabling him to husband and apply his fertilizers and improve his cultivation; and in addition, he is enabled to keep up the necessary improvements and keep the farm in good repair. The share system by many is objected to, as by its operation the lands are but imperfectly cultivated, ditches allowed to fill up, and consequently the slovenly and unremunerative agriculture results, so frequently met with throughout the state."

Thus while the tenant system of agriculture was dominating Louisiana and the South, the farmers of the North and West were enjoying untold opportunities to become farm owners

<sup>11</sup> *Report of State Commissioner of Agriculture, 1886, p. 91.*



through the Homestead Act, available capital, and inducements of the railroads, to say nothing of the numerous squatters on the public lands.

It may be asked what part Reconstruction had in introducing tenancy in the South. It unquestionably increased the public debt of the South. Without going into the Reconstruction orgy the following is significant:<sup>12</sup>

	Per Capita Debt	
	1880	1890
Louisiana .....	\$45.60	\$29.80
North Central Division.....	14.17	14.32
Entire Nation.....	22.40	18.13

It will be accepted without controversy that the Reconstruction policy largely accounted for Louisiana having in 1880 a per capita debt three times that of the North Central States, and more than twice that of the nation. The per capita debt of the North Central States changed only fifteen cents between 1880 and 1890, while Louisiana reduced hers by about one-third. The per capita debt of the nation for the period was reduced by nearly one-fifth, mainly because of the reduction in the South. These figures may indicate why Louisiana was lacking in capital to operate farms while other sections were not. Agriculture improved during the decade and thus was able to retire part of the debt.

So much for the change to tenancy. But was there any change in the size of farms as suggested above?

TABLE III. NUMBER OF FARMS IN LOUISIANA OF VARIOUS SIZES IN 1860, 1870, 1880, 1890<sup>13</sup>

Year	3 acres or less	3-10 acres	10-20 acres	20-50 acres	50-100 acres	100-500 acres	500-1000 acres	Over 1000 acres
1860	685	626	2,222	4,882	3,064	4,955	1,161	381
1870	100	3,016	7,493	8,854	3,888	3,753	650	142
1880		1,848	6,708	12,626	8,501	15,031	2,159	1,319
1890		2,196	10,270	22,148	11,271	20,109	2,023	1,277

<sup>12</sup> U. S. Census Reports, 1880-1890, from volume on population statistics. The North Central Division of States were: Ohio, Ind., Ill., Mich., Wis., Minn., Ia., Mo., N. D., S. D., Nebr., Kans. Hereafter they will be referred to as North Central Division.

<sup>13</sup> U. S. Census, 1890. Agricultural Statistics, pp. 118-119.



To analyze this table and point out all the trends indicated would be too monotonous, yet there are several changes that need comment. The first is the increase from 623 to 3,016 farms of from 3 to 10 acres between 1860 and 1870. The writer believes the war and the freeing of the slaves were responsible for this sudden increase. This belief is strengthened when the numbers for 1880 and 1890 are compared. There was a decrease of almost 35% in the number between 1870 and 1880. That means the average size of holdings was increased or else they gave up their holdings by 1880. A like increase is noted for holdings of 10 to 20 acres between 1860 and 1870, an increase of nearly three-fold. Again we have a decrease for 1880 and then an increase of 3,500 for the next decade. The farm of 20 to 30 acres seems to have had a steady and even rapid increase in numbers for the three decades. It was probably the size unit the poor whites and freedmen could handle most advantageously. It is noticeable that the units of 50 to 100 acres did not increase much in the decade 1860-1870, whereas there was a rapid increase for the next two decades.

A probable explanation of this is that few of the freedmen aspired to this size unit by 1870, and that this class of holders was not affected materially between 1860 and 1870. After this date the smaller farmers acquired more land or the larger units broke up still more to increase this unit. The writer is inclined to believe the former the more plausible explanation. When we reach the farm unit of 100 to 500 acres, for the first time we see a decrease in number between 1860 and 1870, showing that this class was pretty hard hit by the war. The decrease is about 20% or 1,202. The number of farms of 500 to 1000 acres for the same decade decreased 44% or 511, and the ones of 1000 acres or more decreased 34.7% or 129. The enormous increase in the number of farms in each of the last three classes between 1870 and 1880 reveals another story. It was more than a readjustment, it must have been an experiment in large unit operation by many who acquired these holdings.<sup>14</sup> For the next decade the number of farms of 500 acres or more showed a slight decrease indicating some operators had failed or found the large unit unprofitable, but in the unit of 100 to 500 acres there was a 33% increase for the decade.

Certainly these changes in the number of farms of various sizes were not due to the fact that Louisiana was becoming urban,

<sup>14</sup> Many of the plantations were sold for taxes. Carpet-baggers bought many of them, and adventurers from the North came South to try their hand at running a plantation. Many failed.



for throughout the period and even today the state is predominantly rural. The fact is that Louisiana was only 23.84% urban in 1880, that is, that percentage of her population lived in cities, and in 1890 only 23.65%; an actual decrease in percentage. In 1880 about 22½% of the nation lived in cities, and this had increased to 29.2% by 1890. Thus in this decade Louisiana grew more rural while the nation as a whole grew more urban—an increase of almost 7%. The North Central Division for the same decade urbanized from 17.42% to 25.91%, while the South Central Division for the same period increased from 7.55% to 10.45%. Table IV explains more clearly the density of population.

TABLE IV. DENSITY OF POPULATION PER SQUARE MILE<sup>15</sup>

Year	Louisiana	South Central Division	North Central Division	United States as a Whole
1810	1.69	2.3	.39	3.69
1820	3.37	3.9	1.14	4.76
1830	4.75	5.93	2.14	6.35
1840	7.76	8.69	4.45	8.43
1850	11.40	7.05	7.17	7.93
1860	15.69	10.68	12.07	10.84
1870	16.00	11.91	17.23	13.30
1880	20.69	16.51	23.04	17.29
1890	24.63	18.94	29.68	21.31

It will be noticed that the density of population in Louisiana and in the Southern states kept pace with that of the nation and the North Central Division until the decade 1860 to 1870, when it was checked. The population of Louisiana during this decade remained almost stagnant, while that of the North Central Division and of the nation maintained an increase as before. This stagnation was undoubtedly the result of the war. Agriculture must have felt the effect of the stagnation. These figures are presented to assist in the explanation of tenancy and number of farms. Probably Table V will also assist in clarifying this point.

<sup>15</sup> *U. S. Census*, compendium for 1890, gives the figures on population density. South Central Division was composed of states of: Ky., Tenn., Ala., Miss., La., Texas, Okla., Arkansas.



TABLE V. SHOWING TOTAL NUMBER OF FARMS, AVERAGE SIZE IN ACRES, AMOUNT OF IMPROVED AND UNIMPROVED LAND FOR PERIOD 1850 BY DECADES TO 1890 FOR LOUISIANA (SECTION I), NORTH CENTRAL DIVISION (SECTION II), AND FOR ENTIRE NATION (SECTION III)<sup>16</sup>

DATA FOR LOUISIANA						SECTION I	
Year	Total Number of Farms	Average Size Farm in Acres	ACRES IN FARMS			Unimproved	Percentage of Unimproved Land in Farms
			Total (Acres)	Improved			
1850	13,422	372	4,989,043	1,590,025	3,399,018		68.13%
1860	17,328	537	9,298,576	2,707,108	6,591,468		70.89%
1870	28,481	247	7,025,317	2,045,640	4,980,177		70.88%
1880	48,292	171	8,273,506	2,739,972	5,533,534		66.88%
1890	69,294	138	9,544,219	3,774,668	5,769,551		60.45%

DATA FOR NORTH CENTRAL DIVISION						SECTION II	
Year	Total Number of Farms	Average Size Farm in Acres	Total (Acres)	Improved	Unimproved		Percentage of Unimproved Land in Farms
1850	437,597	143	62,686,490	26,680,332	36,006,158		57.44%
1860	772,165	140	107,899,590	52,308,699	55,590,891		51.52%
1870	1,125,078	124	139,215,269	78,409,509	60,805,760		43.63%
1880	1,697,968	122	206,982,157	136,842,319	70,139,838		33.89%
1890	1,923,822	133	256,586,994	184,292,126	72,294,868		28.18%

DATA FOR ENTIRE UNITED STATES						SECTION III	
Year	Total Number of Farms	Average Size Farm in Acres	Total (Acres)	Improved	Unimproved		Percentage of Unimproved Land in Farms
1850	1,449,073	203	293,560,614	113,032,614	180,528,000		61.50%
1860	2,044,077	199	407,212,538	163,110,720	244,102,000		59.94%
1870	2,659,985	153	407,735,041	188,921,099	218,814,000		53.67%
1880	4,008,907	134	536,081,835	284,771,042	251,311,000		46.88%
1890	4,564,641	137	623,218,619	357,616,755	265,602,000		42.62%

<sup>16</sup> U. S. Census, 1890, Agricultural Statistics, pp. 74-107.



It will be noticed that there was a continuous increase in the number of farms in each decade in each of the units, Louisiana, North Central Division, and the entire nation. The average size farm in Louisiana in 1850 was 372 acres. In the following decade it increased to 537 acres, probably due to growth or increase of big plantations. By 1870 the size had suddenly decreased to 247 acres, a decrease of more than 50%. The effect of the war and reconstruction is evident. The big plantations were being divided into smaller units. During the next decade there is another decrease in size of more than 30% and by 1890 a further decrease to 138 acres. The average farm is smaller in the North Central Division and in the nation in 1850. Each of these two units shows a steady decline in size until 1880. Note the absence of the rapid decrease, as in Louisiana. Both of these units showed an increase in size of farms between 1880 and 1890. Probably this was the result of the introduction of enormous capital into the wheat and other farms.

It is worthy of comment that the percentage of unimproved land on Louisiana farms increased<sup>17</sup> in the decade 1850-1860, whereas it was stationary between 1860-1870, and then showed a decrease to 1890. Again the war and reconstruction can be blamed for the stagnation of 1860 to 1870. There was a lack of capital with which to get the land improved. This lack is in part responsible for 60.45% of the Louisiana farm lands still being unimproved in 1890. Compare these percentages with those for the North Central Division and the nation as a whole, and no period of stagnation or standstill is noted, but rather a steady decrease in the unimproved land from 57.44% to 28.18% in one case, and from 61.50% to 42.62% in the other. This condition of unimproved land in Louisiana is a significant fact in the agriculture of the state.

What was the condition as to the value of farms, their machinery and equipment, and the value of live stock?

Table VI reveals that Louisiana lands increased in value in the decade 1850 to 1860, at as rapid a rate as did those of the North Central Division or those of the nation as a whole. For a state's farm land to increase in value in ten years from \$98,543,611 to \$247,984,827 is remarkable. The next decade saw them decrease to \$91,303,942, a decrease greater than the increase of the previous decade. What caused the deflation? The answer

<sup>17</sup> This slight increase can probably be explained by the fact that capital, labor and population were going into Texas and the territory gained from the Mexican War.



TABLE VI. SHOWING VALUE OF FARM, EQUIPMENT, AND LIVESTOCK AT EACH DECADE FROM 1850 TO 1890 FOR LOUISIANA (SECTION I), NORTH CENTRAL DIVISION (SECTION II), AND ENTIRE NATION (SECTION III)<sup>12</sup>

DATA FOR LOUISIANA FARMS, SECTION I			
Year	Value of Farm	Value of Equipment	Value of Livestock
1850	\$ 98,543,611	\$ 11,576,938	\$ 11,152,940
1860	247,984,827	18,648,225	24,546,940
1870	91,303,942	7,159,333	15,929,188
1880	76,707,547	5,435,525	12,354,905
1890	110,447,005	7,167,355	17,898,380
DATA FOR NORTH CENTRAL DIVISION, SECTION II			
1850	\$ 914,672,424	\$ 35,563,904	\$ 127,385,387
1860	2,523,407,000	72,816,536	320,576,873
1870	5,135,823,000	154,470,076	666,850,328
1880	6,098,333,000	206,233,272	762,658,900
1890	8,517,239,000	252,225,315	1,195,246,262
DATA FOR ENTIRE UNITED STATES, SECTION III			
1850	\$ 3,967,344,000	\$151,587,638	\$ 544,180,516
1860	7,980,493,000	246,118,000	1,089,330,000
1870	11,124,959,000	336,878,000	1,525,276,000
1880	12,104,002,000	406,520,000	1,500,385,000
1890	15,982,268,000	494,247,000	2,208,768,000

is that many factors produced it, chief of which was the war, with its liberation of the slaves, and then the depressing days of reconstruction. In 1860 the land was capitalized on its production capacity worked by slave labor. The freeing of the slaves was not only a political and social revolution, but it also brought

<sup>12</sup> U. S. Census Reports, 1890, Agricultural Statistics, pp. 74-107.



about an economic revolution. Without this labor supply the land's net earning capacity decreased. That accounts for part of the reduction, but not all. There were other factors.

During three years of the war the Union forces were in control of New Orleans and the adjacent region. After 1863 most of the plantations in the valleys of the Mississippi and other rivers were in control of Union troops or were visited by them. Much damage resulted. The fact that most of the able bodied males of the state were under arms was responsible for the neglect of the farms. When they returned without capital and without labor they were not able quickly to make the soil productive.

Reconstruction days further discouraged and handicapped efforts to revive the farm. The only thing that could be done was to try to eke out a mere existence. Nor had the situation improved by 1880, for by that time the farm land was worth only \$76,707,547. A sum considerably less than one-third the value of twenty years before. However, the worst days of reconstruction were over. There was a ray of hope returning to the people. They set about rebuilding and recuperating the scattered pieces. Many of the "had been planters" moved to town and engaged in the mercantile business, seeing in this an opportunity to gain some capital. Many planters established "commissaries" to supply the plantation. By 1890 the value of the farms had increased to \$110,447,005, indicating that the worst had passed. As indicated above, this decade saw efforts to rebuild the farming industry.

A writer in the early nineties said, "For years the Agricultural Colleges and the experimental stations offered good advice to the Southern farmer, but they reached only a small proportion. Their bulletins had a small circulation and were so full of technical expressions as to be almost unintelligible to the average farmer."<sup>19</sup>

In Louisiana the Agricultural and Mechanical College was added to the State University in 1877, and by act of the State Legislature, 1887, agricultural experiment stations were provided for.<sup>20</sup> The Louisiana State Agricultural Society was formed in 1886 with its constitution providing for at least one annual meeting. Its purpose was stated thus:<sup>21</sup>

<sup>19</sup> Thompson, H., *The New South*, p. 75.

<sup>20</sup> See *State Experiment Station Bulletin* for 1888.

<sup>21</sup> See *Proceedings of Louisiana State Agricultural Society* for 1900, p. 3, Art. II of its constitution. The Constitution is given in this volume although this was the twelfth annual meeting of the society.



"The object of this Association is primarily for the organization of the farmers and planters of the State, so that the collection and diffusion of agricultural information and the promotion of progressive, profitable agriculture may be better obtained."

The program at one of the annual meetings<sup>22</sup> further reveals the way in which they were trying to revive agriculture in the state. This provided for addresses on the following topics by men qualified to discuss such questions: "Diversified Agriculture Profitable to Both Tenants and Proprietors," "Good Roads," "Stock Raising in Louisiana," "Scientific Education in Agriculture," "Relation of L. S. U. and A. & M. College to the Development of the State," "Aims and Purposes of the State Department of Agriculture and Immigration," "Truck Growing in Louisiana," and "Grasses and Forage Crops of Louisiana." Further reference will be made to the society's efforts to introduce diversified agriculture in the discussion of the crops of Louisiana.

Even with the improvement noted in 1890 the value of the farm lands was still less than half their value of thirty years before. Compare this with the value of farm lands in the North Central Division and in the entire nation. These latter show no decrease in any decade, but a steady and rapid rise in value.

Turning to the value of equipment, we find an increase in value of over \$7,000,000 or almost 70% between 1850 and 1860. For the next three decades the story is parallel to that for the value of farm lands. The value of equipment fell from \$18,648,225 in 1860 to \$7,159,333 in 1870. The same forces that decreased the value of the land were responsible—lack of capital, labor, and encouragement to repair and rebuild, or replace, worn out and destroyed equipment. The decrease continued until by 1880 its value was less than one-third of that of 1860. However, it rose during the next decade from the low mark of \$5,435,525 to \$7,167,355. By 1890 the value of farm equipment was about equal to that of 1870, less than half the value in 1860, and almost four and one-half million dollars less than the value of 1850. When we compare this with the value of equipment in the North Central Division and the entire nation we get results similar to those revealed when we compared the farm values. In the North

<sup>22</sup> Program for the Eleventh Annual Meeting, 1897. See the proceedings of the Society for that year. It is true this was in 1897 but it was the Eleventh Annual Meeting. Programs from the beginning, 1886, were very similar to this one.



Central Division the value of farm machinery and equipment rose from \$35,563,904 in 1850 to \$252,225,315 in 1890, and in the nation from \$151,587,638 to \$494,247,000 for the same period.

The value of livestock on the farms is also a fair barometer of their prosperity. Table VI shows that the value of livestock in the state more than doubled in the decade before the war, rising from \$11,152,940 to \$24,546,940. This rise was in harmony with the trend in the North Central Division and in the nation. The increase for this period in those respective units was from \$127,385,387 to \$320,576,873, and \$544,180,516 to \$1,089,330,000. The next ten years brought a similar situation to that in value of farm lands and of equipment. There was a decrease in the state from \$24,546,940 to \$15,929,188 by 1870, and the decrease continued for the next ten years to \$12,354,905, being at this time about half the value of 1860, and only slightly more than in 1850. There was an increase during the next decade making the value \$17,898,380.

The importance of livestock to a farm during this period cannot be over emphasized. What had happened to the state's livestock? During the war many of the cattle, hogs, sheep, etc., were used for food, others died from neglect. The choice horses and mules were carried off to war. When that struggle was over the breeding animals were gone and there was no capital with which to restock the farms. In comparison there was a steady rise in the value of livestock in the North Central Division to 1890, and in the nation, with the exception of the decade 1870 to 1880 when the value for the nation was practically at a standstill.

In studying Table VII it is noticeable that the number of horses in the state decreased about 9% in the decade before the war while the number of mules more than doubled. The change probably was due to the mule proving his worth on the plantation. The mule is strong, docile and hardy, thus being much better suited to slave treatment, than the horse. Besides, the mule probably is better adapted to hot weather than the horse.

The next decade saw a decrease in the number of mules by about one-third and by one-fourth for horses. The war had taken its toll of these. There are records of negroes having ridden off their master's stock during reconstruction, but this probably would not account for many.



TABLE VII. SHOWING THE NUMBER OF HORSES, MULES, WORK OXEN, MILCH COWS, OTHER CATTLE, SWINE, SHEEP, IN LOUISIANA (SECTION I), NORTH CENTRAL DIVISION (SECTION II) AND ENTIRE NATION (SECTION III) BY DECADES FROM 1850 TO 1890<sup>a</sup>

LIVESTOCK IN LOUISIANA							SECTION I	
Year	Horses	Mules	Work Oxen	Milch Cows	Other Cattle	Swine	Sheep	
1850	85,614	44,849	54,968	105,576	414,798	597,301	110,333	
1860	78,703	91,762	60,358	129,662	326,787	634,525	181,253	
1870	59,738	61,338	32,596	102,076	200,589	338,326	118,602	
1880	104,428	76,674	41,729	146,464	283,418	633,489	135,631	
1890	126,777	88,028	41,975	167,223	371,905	569,335	186,167	
LIVESTOCK IN NORTH CENTRAL DIVISION							SECTION II	
1850	1,398,749	63,256	414,624	1,564,219	2,394,869	8,536,182	7,743,347	
1860	2,541,760	165,022	712,096	2,556,536	3,980,791	12,114,008	8,141,421	
1870	3,613,097	304,927	307,463	3,294,007	4,754,011	11,312,010	13,638,340	
1880	5,467,031	539,799	168,008	5,402,031	9,781,391	27,652,849	13,429,889	
1890	8,571,177	657,653	181,329	8,240,999	16,150,072	37,624,632	12,332,084	
LIVESTOCK FOR ENTIRE UNITED STATES							SECTION III	
1850	4,336,719	559,331	1,700,741	6,385,094	9,693,069	30,354,000	21,723,220	
1860	6,249,174	1,151,148	2,254,911	8,585,785	14,779,373	33,513,000	22,471,425	
1870	7,145,370	1,125,415	1,319,271	8,935,332	13,566,005	25,135,000	28,477,961	
1880	10,357,488	1,812,808	993,841	12,443,120	22,488,550	47,682,000	35,192,074	
1890	14,969,467	2,295,532	1,117,494	16,511,950	33,734,128	57,410,000	35,935,364	

<sup>a</sup> U. S. Census, 1890, *Agricultural Statistics* pp. 74-107.



Farming is bound to suffer with such a loss of draft animals. Especially is this true when Louisiana had no substitute, as now, in the tractor. By 1880 horses had increased rapidly to 104,428 and gained about 25% in the next decade. The number of mules had increased to 76,674 by 1880, and during the next ten years to 88,028. Still the number of mules in 1890 was less than in 1860. By comparing the state's draft animals with those in the North Central Division, we find the latter had a steady increase, being quite rapid in the decade 1870 to 1880. The number in the nation is very similar with the exception that between 1860 and 1870 there was a decrease in the number of mules. Probably this was due to the war putting such a premium on horses that few mules were raised. The cotton region of the South, where the mule was most used, was in a similar situation to Louisiana and this accounted for a part at least of the nation's decrease.

The work oxen were a substitute for horses and mules as draft animals. As roads improved and the demand for speed increased the ox was bound to give way to the horse and mule. That is to say, the ox was used where more primitive work was to be done or where frontier conditions existed. As he gave way to mules and horses, so did they later give way to the internal combustion engine.

It is interesting to note the increase in the number of work oxen in the decade before 1860. The war took heavier toll of them than it did of horses and mules, their number decreasing almost 50% between 1860 and 1870. There was a slight increase by 1880, but the 1890 Census indicated a standstill. Probably they had reached the height of their usefulness in the state. However, they were not to decrease for several years because of their worth in the logging industry. The number of work oxen increased and decreased in the North Central Division and in the nation very similar to that in Louisiana. In fact they are almost parallel.

The number of milch cows in the state also presents a parallel case. There is the period of decrease in numbers between 1860 and 1870, then the recovery and steady increase. The North Central Division and the nation shows a continuous and rapid increase from 1850 to 1890, with no decrease as in Louisiana.

The number of other cattle in the state showed a decrease of about 20% between 1850 and 1860. The writer is unable to understand this unless they were carried out of the state, as



to Texas or to stock other regions. The decrease of more than a third during the next decade must have been due in part to the war. Large numbers went undoubtedly to feed the soldiers. The increase was almost uniform for the next twenty years. The number of other cattle for the North Central Division and the nation, enjoyed a continuous and rapid increase for the four decades.

There are two facts worth mentioning in the number of swine in the state. The first is the decrease by almost 50% between 1860 and 1870, but during the next decade the increase was about equal to the previous decrease. The next surprising thing is the decrease between 1880 and 1890 of almost 60,000. For the North Central Division and the nation there was a decrease in the number of swine between 1860 and 1870. War demands for food probably consumed them faster than they were produced. The increase for the next two decades was tremendous.

A similar story is told by the number of sheep in the state, decreasing from 181,253 to 118,602 in the war decade, and then a slow increase for the next twenty years. By 1890 the number was slightly greater than thirty years before. For the North Central Division the peak seems to have been reached in 1870, as there was a gradual dropping off at each of the next two Censuses. The nation continued its increase to 1890, although the rate of increase was slowed up between 1880 and 1890, indicating that the nation had about reached its peak in sheep production in 1890.

A detailed analysis of these crops would be quite monotonous, nevertheless it is startling to learn that the two most valuable crops of the state—corn and cotton—were less than half as large in 1870 as they were in 1860. Nor was the state producing as much of these two crops by 1890 as it did in 1860.<sup>25</sup> Notice the reduction in oats from 89,377 bushels to 17,782; of rye from 36,065 bushels to 984 bushels, and of wheat from 32,208 bushels to 9,906 bushels for the period. Oats production must have proved its value as the crop increased to 297,271 bushels by 1890, whereas rye and wheat disappeared as a crop of the state by 1890, being only 374 and 257 bushels, respectively, for these two crops. Other sections of the country were producing these much cheaper than

<sup>25</sup> Humphrey, E. F., in *Economic History of the United States*, p. 318, says, "Nearly 40% of the cotton crop of 1876 was picked by white labor as against 11% in 1860." This would no doubt be true of Louisiana.



TABLE VIII. SHOWING THE PRODUCTION OF CORN, OATS, RYE, WHEAT, COTTON AND CANE SUGAR FOR THE FOUR DECADES 1850 TO 1890 IN LOUISIANA (SECTION I), NORTH CENTRAL DIVISION (SECTION II), AND ENTIRE UNITED STATES (SECTION III)<sup>a</sup>

PRODUCTION FOR LOUISIANA						SECTION I	
Year	Corn (bu.)	Oats (bu.)	Rye (bu.)	Wheat (bu.)	Cotton (400 lbs.)	Cane Sugar (lbs.)	
1850	10,266,373	89,637	475	417	178,737	271,201,200	
1860	16,353,745	89,377	36,065	32,208	777,738	266,071,200	
1870	7,596,628	171,782	984	9,906	350,832	96,847,200	
1880	9,339,689	229,840	1,013	5,034	508,569	206,047,200	
1890	13,081,954	297,271	374	257	659,180	292,124,000	

PRODUCTION FOR NORTH CENTRAL DIVISION						SECTION II	
Year	Corn (bu.)	Oats (bu.)	Rye (bu.)	Wheat (bu.)	Cotton (400 lbs.)	Cane Sugar (lbs.)	
1850	222,208,502	42,328,731	839,507	43,842,038			
1860	406,167,000	62,953,218	4,105,858	95,005,130	42,731		No
1870	439,245,000	159,804,821	6,472,904	194,334,540	1,721		cane sugar
1880	1,285,285,000	270,166,435	9,538,706	329,550,755	20,318		listed
1890	1,598,370,000	645,127,344	17,951,629	321,316,830	16,068		

PRODUCTION FOR ENTIRE UNITED STATES						SECTION III	
Year	Corn (bu.)	Oats (bu.)	Rye (bu.)	Wheat (bu.)	Cotton (400 lbs.)	Cane Sugar (lbs.)	
1850	592,071,104	146,584,179	14,188,813	100,485,944	2,469,093	297,092,400	
1860	838,792,742	172,643,185	21,101,880	173,104,924	5,387,052	277,177,400	
1870	760,944,549	282,107,157	16,918,795	287,745,626	3,011,996	104,451,600	
1880	1,754,591,676	407,358,999	19,831,595	459,483,137	5,755,359	214,646,400	
1890	2,122,327,547	809,250,666	28,421,398	468,373,968	7,472,511	301,284,395	

<sup>a</sup> U. S. Census, 1890, Agricultural Statistics, pp. 74-107.



they could be grown in Louisiana. The amount of cane sugar decreased from 266,071,200 lbs. to 96,847,200 lbs. from 1860 to 1870, and it was almost twenty years before the production was as much as in 1860. Note that cane sugar was not listed in the Census as a product of the North Central Division and that Louisiana produced around nine-tenths the output of the nation during the four decades.

In the North Central Division there was continuous increase during the period in all these crops except cotton, and it was a negligible crop in the region. There was also a slight decrease in the region's wheat crop of 1890 from the one of 1880.

Since most of the cotton of the nation was grown in the Southern states, and since their condition was very similar to that of Louisiana, the nation's cotton crop parallels that of Louisiana for the period. There was also a slight decrease in the production of corn in the nation. This was probably due to the decrease of the crop in the South. All other crops listed in Table VIII increased rapidly from decade to decade.

The only crop of the state given in Table IX that showed a continuous increase was rice. Why this was the case the writer is unable to explain. It might have been because new lands in the state were found suitable for rice culture and to the fact many people from the North were coming to the state and they saw the opportunities in rice growing, and had the capital with which to begin its cultivation. At least, it became a new food as well as a money crop for the state.

There was only about three-eighths as much tobacco produced in 1870 as in 1860, while by 1880 more was produced than in 1860. The next ten years showed a decrease. Only one-sixth as much hay was produced in 1870 as in 1860, nor did the production of 1890 reach that of 1860 by 12,120 tons. The production of Irish potatoes was less than one-fourth and sweet potatoes less than one-half in 1870 of that of 1860. Sweet potatoes had not regained the latter figure by 1890, while Irish potato production had not reached the 1860 figure in 1880 by 114,500 bushels, but the next decade saw the crop more than doubled. The Census report gave no data as to the value of market gardens in 1850 and 1860, but it reached \$176,969 in 1870, suffered a decline of \$44,000 in the next ten years, then climbed to \$288,871 in 1890. This increase was due, undoubtedly, in great part to the efforts at diversification spoken of above.



TABLE IX. SHOWING THE PRODUCTION OF TOBACCO, HAY, RICE, IRISH AND SWEET POTATOES, AND VALUE OF MARKET GARDENS, IN LOUISIANA (SECTION I), NORTH CENTRAL DIVISION (SECTION II) AND ENTIRE UNITED STATES (SECTION III) FROM 1850 TO 1890<sup>24</sup>

PRODUCTION IN LOUISIANA						SECTION I	
Year	Tobacco (lbs.)	Hay (tons)	Rice (lbs.)	Irish Potatoes (bu.)	Sweet Potatoes (bu.)	Value Market Gardens	
1850	26,878	25,752	4,425,349	95,632	1,428,453	\$	no data
1860	39,940	52,721	6,331,257	294,655	2,060,981		no data
1870	15,541	8,776	15,854,012	67,695	1,023,706		176,969
1880	55,954	29,579	23,188,311	180,115	1,318,110		132,525
1890	46,845	49,601	75,645,433	375,842	1,912,080		282,871

PRODUCTION IN NORTH CENTRAL DIVISION						SECTION II	
Year	Tobacco (lbs.)	Hay (tons)	Rice (lbs.)	Irish Potatoes (bu.)	Sweet Potatoes (bu.)	Value Market Gardens	
1850	29,462,801	3,336,319	700	14,654,212	891,139	\$	no data
1860	65,631,957	7,060,045	13,769	35,012,759	1,348,392		no data
1870	46,722,588	12,453,239	no data	59,730,769	1,036,946		4,049,080
1880	70,333,895	19,182,478	no data	73,796,524	1,508,648		5,672,624
1890	77,604,367	41,010,825	no data	133,438,733	2,118,233		9,047,577

PRODUCTION IN ENTIRE UNITED STATES						SECTION III	
Year	Tobacco (lbs.)	Hay (tons)	Rice (lbs.)	Irish Potatoes (bu.)	Sweet Potatoes (bu.)	Value Market Gardens	
1850	199,752,655	13,838,642	215,313,497	65,797,896	38,268,148	\$	no data
1860	434,209,461	19,083,896	187,167,032	111,148,867	42,095,026		no data
1870	262,735,341	27,316,048	73,635,021	143,337,473	21,709,824		20,719,239
1880	472,661,157	35,150,711	110,131,373	169,458,539	33,378,693		21,761,250
1890	438,256,646	66,831,480	128,590,934	217,546,362	43,950,261		29,033,080

<sup>24</sup> U. S. Census, 1890, *Agricultural Statistics* pp. 74-107.



In the North Central Division there was a steady increase in production of hay, Irish potatoes, and market gardens. Tobacco and sweet potato production experienced a depression between 1860 and 1870, while rice in this group of states became such a negligible crop that no data is given after 1860.

What was said about hay, Irish potatoes, and market gardens in the North Central Division, holds true for the nation in a parallel increase. Tobacco and sweet potato production decreased 1860-1870, nor did the sweet potato crop again reach the 1860 level until 1890. The rice crop of the nation was peculiar in that it decreased each decade, 1850 to 1870. The first decade decrease was probably due to much of the previous rice land being planted in sugar cane or cotton, or to the fact that the area lost fertility. If that is the explanation, we can continue and say that since most of the rice was grown in the South, the decrease from 1860 to 1870 was due to the war. But looking at the figures for Louisiana, we see that that state increased its production rapidly at each decade; so this explanation is not satisfactory. The nation's crop begins a slow climb upward for the next two decades, but in 1890 it was far below the crop of 1860.

This study might be prolonged by analyzing the data for other crops, but a sufficient number have been studied to show that Louisiana agriculture underwent many changes from 1860 to 1890. To summarize these changes is an impossible task. However, to attempt a brief resume of this paper, it can be said that there was a dearth of capital and available labor in the state following the war; the whole agricultural system of the state was upset; almost 45% of the farms of the state were still on the tenant system in 1890; the number of small farms had increased tremendously, whereas the large plantations were broken up immediately following the war to be increased in number at a later period; a tremendous debt had been placed on the state and since Louisiana remained over 75% rural it devolved upon agriculture to lift this burden of debt at a time when the farm land and livestock had been neglected, depleted, and, without capital to restore it, almost every kind of livestock and every crop of the soil sank to an insignificant figure between 1860 and 1870 to make a slow but steady climb upward after that date, and many had not reached the previous high mark as late as 1890; the farmers went about their task of rebuilding as best they could



with the meager resources available; diversified agriculture was attempted; various agencies sought to disseminate the latest agricultural knowledge as well as to develop organizations to study the state's particular needs and possibilities. However, the state was so handicapped that it did not make such a favorable showing when compared with the North Central states or with the nation as a whole. The agriculture of the state was in worse condition in 1890 that it had been in 1860, everything considered.

For two decades following the war Louisiana was restoring and rebuilding her agriculture, at the very time when the North Central States and the nation was expanding and reaching unprecedented heights in agriculture.

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2  
**RECORDS OF THE SUPERIOR COUNCIL OF LOUISIANA  
LXIII.**

**May, 1747.**

(Continued from January, 1935, Quarterly)

By HELOISE H. CRUZAT.

Marginal Notes by Walter Prichard.

**By the Editor of the Quarterly**

List of Officials of Louisiana participating in the work of the Superior Council of Louisiana contained in this installment:

de Vaudreuil, Pierre Rigaud	Lenormand, Marin,
Cavagnol, Governor	Deputy Sheriff
Le Normant, Sebastian Francois Ange, First Judge and	De Benac, Etienne, Town
Commissaire Ordonnateur	Major of New Orleans
Fleuriau, Francois,	Raguet, Jean Baptiste,
Procureur General	Councillor
Henry, Nicolas, Clerk of the	Lafreniere, Nicolas
Superior Council and	Chauvin de, Councillor
Notary	Prat, Jean, Councillor
Chantalou, Augustin, Sheriff	Le Bretton, Louis Cesaire,
	Councillor

May 1, 1747.  
2½ pp.

Account of sales made in Louisiana, for cargo of boat Lhirondele.

**Account of Sales** made in Louisiana by Paul Rasteau, for cargo of the boat Lhirondele, coming from Saint Augustine, Florida, under command of Sr. Dupré Vincent.

Acknowledgment below, signed by Paul Rasteau, that the present bill amounts to 20,333 livres, 10 sols, 10 deniers, on which he will be paid in a year the sum of 8,000 livres for the flour sold at Pensacola.

Document water stained, torn, curled, and in bad condition throughout.

May 1. 1 p.

Invoice of deer skins shipped by boat Lhirondele.

**Invoice** of 154 packages of deer skins, shipped by Paul Rasteau of New Orleans by the boat Lhirondele, going to San Augustine, Florida, for account of Mr. P. Commel, proceeding from sale of the cargo of said boat. Number of packages and weight of each detailed. Recapitulation.

Amount of said invoice, amounting to 16,390 livres, excepting error, signed by Paul Rasteau.



May 1. 1 p. **Account** of cargo of the boat Lhirondele, commanded by Capt. Dupré Vincent, with P. Rasteau of New Orleans, amounting to the sum of 20,333 livres, 10 sols, 10 deniers, on which Paul Rasteau will pay 1341 livres, 5 sols, 1 denier, after payment of 8000 livres, due him on flour sold at Pensacola.

Account of cargo of boat Lhirondele.

May 1. 10 pp. **Book of Recapitulation** of the sale of the cargo of the boat Lhirondele, under Capt. Dupré Vincent, coming from San Augustine, Florida, owned by Mr. P. C., 1747.

Recapitulation of sale of cargo of Lhirondele.

May 1. 2½ pp. **Petition** to Superior Council by Charles Le Sassier, representing Mrs. Madeline Rose, widow of Sieur Louis Bizoton, for citation of Sr. Chantalou, who holds procuration of Charles Lambert Desgranges, second husband of Dame Félicité Rivière, widow of Sr. Diron,\* wherefore he prays that Sr. Chantalou be cited to be sentenced to pay the sum of three thousand livres, with interest and fees of protest, and that seizure be allowed of all sums in Chantalou's possession belonging to Diron's succession.

Petition by Le Sassier, representing Mrs. Rose, for citation of Chantalou, to compel settlement of claim.

May 1. Permit to seize and citation issued. Document perforated. Signed: Lenormant.

May 2. Notice of citation served on Sr. Chantalou by Sheriff Lenormand.

\*(Translator's Note: This was Mr. Bernard Diron, Lieutenant of the King, at Cap Francois. His brother in Paris was General Receiver of Finance. Louis Joseph Bizoton was Commissioner of the Marine, at the post of Mobile.)

May 1. 29292. fo. 1. 4345. 3 pp. **Acknowledgment** by Jean Philippe Grondel, officer in the Fourth Company of the Swiss Regiment, of a debt of 10,000 livres to Diederich, an officer of the same Regiment. Act passed before notary of his promise to pay said debt, with five per cent interest thereon, in January, 1748. Signed: Grondel, de Beauchamp, Dutisné, Grondel, Bernoudy, Bobe Descloseaux, F. Saucier, Chantalou, Henry, notary.

Legal procedure in financial agreement between two officers of Swiss Regiment.

May 1. 29295. fo. 1. 4346. 2½ pp. **Procuration** in blank, granted by Jean Francois Huchet Kernion, militia officer, residing in this colony, to represent him and to act for him in settlement of any succession coming to him. Signed: Huchet de Kernion, Lenormand, Chantalou, Henry, notary.

Blank procuration for settlement of a succession.



May 1. 29298.  
4347. 2½ pp.

Procurator for settlement  
of a succession.

**Procurator** to Pierre Compere, by Charlotte Thevenard, authorized by her husband, Henry Buquoy, to represent and act for her in the settlement of the succession of Jean Thevenard and Marie Lamourey, her father and mother, both deceased, at La Rochelle, France; the said Compere to sell said property which is hers by right. Signed: Buquoy, Lenormand, Chantalou, Henry, notary.

29300. 1½ pp.  
29302. 2 pp.

Transactions under above  
procurator.

May 1. Statement of Costs and Duties paid for sale of a house owned by Jeanne Thevenard, wife of Henry Buquoy called Plaisance, inhabitants of Louisiana, by virtue of procurator granted to said Compere.

Total: 369 livres, 19 sols.

June 12. Letter addressed to Henry Buquoy called Plaisance, by Compere, concerning sale of inheritance of his wife, advising him that following his orders he has invested the returns in merchandise, which he has shipped to him. Dated: La Rochelle.

Signed: Compere.

May 2. 29305.  
4348. 2½ pp.

Registration of a loan,  
secured by mortgage on  
real and personal prop-  
erty of the borrowers.

**Obligation** of a sum of 4,580 livres, 8 sols, 9 deniers, by Sr. Louis Tixerant and Marie Arlut, his wife, to Sr. Rasteau, which they obligate themselves to pay in three installments, in December of 1748, 1749, and 1750, respectively, in piastres of five livres each, and for security of these payments they have mortgaged their movables and immovables and what may come to them hereafter, by act passed before Chantalou, notary. Signed: Tixerant, arlut tixerant, Lenormand, Chantalou, Henry, notary.

May 2. 1½ pp.

Petition to compel  
administrator to  
render account.

**Petition** to Superior Council by Jacques Leau, soldier of M. Leverrier's Company, for citation of his stepfather, Gaspard Bellome, to compel him to render account of his administration of his parent's estate, with the shortest delay possible. Signed: Jacques.

Action taken on above  
petition.

Order of citation before Council at its next session.

Signed: Lenormant.

May 3. Notice of citation before Council served on Gaspard Bellome by Shériff Lenormand.

May 3, 29308.  
fo. 2. 4349. 1 p.

**Obligation** by Brosset to René Herpin de la Gautrais. To avoid all discussions concern-



Contract for the employment of a runaway slave, the man in whose employ he now is giving mortgage security for his return, to be cancelled when slave is returned.

ing a negro named Cézard, owned by Mr. de la Gautrais, who has run away and is located at Mr. Brosset's since the month of December, Brosset promises and obligates himself to pay Sr. de la Gautrais the sum of one thousand livres, in piastres of five livres

each, and promises to remit the said negro to him as soon as possible, de la Gautrais on his part obligating himself to remit said sum to Brosset when the negro is returned to him. The said slave is at Sr. Brosset's tar factory on the other side of the Lake, and as security for the execution of this agreement, Mr. Brosset for return of said negro and de la Gautrais for remittance of said sum, mortgage their movables and immovables, electing their domicile, Brosset at his house in the City and de la Gautrais on his plantation. If the said negro should run away again or be lost and Sr. Brosset be unable to return him, he obligates himself to pay 300 piastres, and in this case he will also pay the 100 piastres remaining on return of his first voyage, as has been agreed.

Signed: Brosset, DelaGautrais, Chantalou, Henry, notary.

May 3. 29310.  
fo. 2. 4350. 1 p.

Certification that goods will be sent by another ship, on account of excessive price demanded by the King's ship.

**Declaration** in Registry by Augustin Payen de Noyan, that on account of the excessive price demanded by the King's ship, he will risk sending his effects by another ship, of which statement certificate was given.

Signed: Noyan. Henry, Clerk of Council.

May 4. 29311.  
4351. 3 pp.

Nicolas St. Martin agrees to accompany Louis Marin on a journey to Illinois and return for a stipulated sum.

**Contract** before Notary, between Louis Marin and one Nicolas St. Martin, who has voluntarily agreed to go with said Louis Martin on a journey to Illinois and to return with him, being in his service during the whole time, for the sum of three hundred and fifty livres.

Signed: Martin, Lenormand, Chantalou, Henry, notary.

May 5. 11¼ pp.  
(See May 1 and 2.)

Litigation over the disposal of 32,000 livres deposited in Registry, awaiting outcome of appeal to the King's Council of State.

**Defense** of Chantalou to complaint of Le Sassier that there is a deposit in Registry, placed there by Sr. Dubreuil of 32,000 livres, of which he cannot make disposal until final judgment by the King's Council of State, which has been appealed to; he consents that seizure be made for security

of said debt, but protests against delivery of said sum until further proceedings and recourse to last domicile of the deceased Sr. Diron.



May 5. 2½ pp.

Petition to Superior Council by children, asking division of their father's succession, still in possession of their mother.

their father's succession.

Actions resulting from the above petition.

**Petition** to Superior Council by Augustin Viger, King's surgeon at Rochefort, and of Pierre Clermont as husband of Marianne Viger, for citation of their mother, Widow Viger, now Madam Invreau, separate from him in property, asking for division of

Signed: Clairmon.

Notice of citation served on Invreau by Sheriff Lenormand.

May 6. Consent of Widow Viger to division of property.

Signed: veuve Viger.

May 5. 2¼ pp.

Petition to Superior Council to compel payment of certain debts growing out of the settlement of a succession.

Action taken on the above petition.

**Petition** to Superior Council by Sr. Delagautrais for order to Sr. Barbin, charged with settlement of the succession of deceased Harang, to remit to his son, on certificate of payment which he holds, his notes and payment of the surplus debt, if there be any.

May 5.\* Order by Council to remit to Sr. Delagautrais notes made in favor of Harang, on condition that citation be repeated, if it is proven that amount of coffee delivered did not cover indebtedness.

\*(See May 19.)

Signed: Lenormant. Enclosed in previous document.

Certificates in connection with above petition.

July 10. Certificate of having received ten pounds of coffee, at 20 cents per pound, for like sum due by Delagautrais.

August 14, 1742. Certificate, signed by de Noyan, of having received from Mr. de Bremont of Rochefort, for account of M. Delagautrais, in 1738, a shipment of coffee, which on his order he turned over to Harang to cancel his debt. Signed: Noyan.

May 5. 29316.  
fo. 2. 4353.  
2½ pp.

Legal ratification of exchange of lots between Michel Brosset and Francois Jahan.

**Ratification** of Exchange of Lots between Michel Brosset and Francois Jahan, the lot going to Jahan situated at corner of Du-maine and Bourbon streets, and the one transferred to Brosset adjoining the property of Mr. Lenormand.

Signed: fleuriau, Brosset, Jahan, Chantalou, Lenormand. Henry, notary.

May 5. 29314.  
fo. 2. 4352. 2 pp.

Procuration in blank granted by Nicolas Judice in matter of his ward, Louis Judice, whom he is sending to France to learn a trade.

**Procuration** in blank, granted by Nicolas Judice, acting for his ward Louis Judice, whom he is sending to France to learn a trade, giving him full power to direct said minor and to restrain him in case of misconduct.

Nicolas judice, Lenormand, f dagobert, Chantalou. Henry, notary.



May 5. 29319.  
fo. 2. 4354. 1 p.

Deposit in Registry of a sum of money to cover payment for a half lot, the heir to which is absent in parts unknown.

**Deposit** in Registry of the Council of the sum of forty-eight piastres of Spanish money, worth 12 livres, 10 sols the piastre; moreover, 100 livres as may be ordered by the said adjudication, to be remitted to whom it by right belongs. Michel Brosset makes this deposit in payment for a half lot, the son and heir being absent in parts unknown.

Henry, Greff.

May 6. No. 1102.  
3¼ pp.

List of members present at session of Superior Council with cases in which judgments rendered at this sitting.

\*(At this time it was still written "Le Bretton".)

Rasteau vs. Dumanoir.

**Session** of the Superior Council, where were present Messrs. de Vandreuil, Governor; Le Normant, First Councillor; de Benac, Major; de la Freniere, Raguet, Prat, and Le Breton,\* Councillors.

Judgments rendered in following cases:

1st. Sr. Paul Rasteau, plaintiff, vs. Dumanoir, defendant: The Council has rendered judgment in default, for the second time, against defendant, and orders him to pay

the sum of 340 livres and costs.

2nd. Sr. Lesassier, acting under procuration of the Widow Bizoton, plaintiff, vs. Sr. Chantalou, holding procuration of Mr. Lambert, having married the Widow of Mr. Diron, defendant:

Mr. Lenormant retired.

Widow Bizoton vs.  
Widow Diron.

The Council has ordered that act be passed of the declaration made by defendant that he has no funds in his possession, as they are deposited in the Registry. It is therefore ordered to serve demand at domicile of the Widow Diron and to seize said funds, costs to be borne by the defendant.

Mr. Lenormant retired.

Bancio Piemont, for Jean  
Jung vs. G. Pery.

3rd. Sr. J. Bancio Piemont, acting under procuration of Sr. Jean Jung, ship owner of Bordeaux, plaintiff, vs. Sr. Gerard Pery, defendant: The Council has given certificate to the plaintiff of the abandonment made of all his goods to his creditors, and ordered Sr. Jung to be paid on the seizure, after Sirs Gilbert, Layssard, and Blain, until funds are exhausted.

Tasein vs. Quartier and  
de Coigne.

4th. Sr. Tatin (also Tasein), plaintiff, vs. Quartier (Cartier) and de Coigne, defendants: Considering demand of Sieur

Tasein, notice served at domicile, by which it appeared that Quartier had left the Colony, the Council has ordered plaintiff to have recourse in Illinois. Costs reserved.

Hubert La Croix vs.  
Clermont.

5th. Daniel Hubert La Croix, plaintiff, vs. Antoine Clermont, defendant, and Roland called into the case: Council has ordered

plaintiff to have recourse against Clermont for what he owes him. Costs on plaintiff.



**Mathieu vs. Pery.**

6th. Capraise Mathieu, plaintiff, vs. Sr. Pery, defendant: Following decree of April last, Council orders Pery to appear personally, sentences him to a fine of thirty livres, for the benefit of the Hospital, and orders him to appear before the Council at its next session, under penalty of being thereto bodily constrained, and to pay costs.

**Loue vs. Belhome.**

7th. Jacques Loue, plaintiff, vs. Gaspard Belhome: Case adjourned until next session.

Costs reserved.

May 6. 29320.  
fo. 2. 4355. 8 pp.

Marriage contract between  
Pierre Henry Derneville  
and Miss Pelagie Fleuriau.

**Marriage Contract** of Messire Pierre Henry Derneville, Marine Captain, son of Charles Ambroise Derneville, Lord & Patron of the Parish of Gontieres, Bishopric of Evreux, Province of Normandy, and of Dame Anne Le Pidard, his father and mother, a native

of said place, and Miss Pelagie Fleuriau, minor daughter of Messire Francois Fleuriau, Councillor of the King, Procureur in the Superior Council of this Province, and of deceased Dame Pelagie de Moriere, her father and mother, a native of this city of New Orleans, Bishopric of Quebec, her father here present stipulating for her.

Signed: pierre henry Derneville, Pelagie fleuriau, helene de Moriere fazende, Vaudreuil fleuriau, Lenormant, fazende Laysard, fleury Vaudreuil, Francoise Fazande, Noyan De Benac, helene fleuriau, Etienne Layssard, pontalba (only half of signature), Maraffret Layssard, Jr. C Olivier, J. Layssard, Prat, Demembrede, Raguet, Corbin Raguet, Chatalou, Lenormand, Henry (paraph), notary.

May 6. 1 p.

(See May 2 and 3.)

Defense of Belhome to  
complaint of his stepson.

**Defense** before Council, by Gaspard Belhome, a tailor, to complaint of his stepson, asking for delay in rendering account of his administration of succession of Iauve\* to the minor heirs, as their tutor.

Signed: Celdar bollemo.

\*(Translator's Note: Name is written differently in each document; should be "Lauve.")

May 8. 1½ pp.

Petition to Council seeking  
return of papers given  
under false impression.

**Petition** to Council, for return of papers given under a false impression to Sr. Mathieu by Sr. Gerard Pery, who on account of the overflow of the river cannot leave his plantation. He believed Sr. Mathieu to be a legal representative, and turned over to him all his vouchers, but afterwards learned that his only authority was a letter. Wherefore, he prays that suit be dismissed, his papers returned, and that Mathieu be held for costs.

Signed: G. Pery.



Document relating to  
this case.

May 3. Letter from Gerard Pery, asking his correspondent (name not mentioned) to lay before the Council at its next session the above defense against Sr. Capraise Mathieu.

May 8. 29328.  
fo. 2. 4356. 4 pp.

Sale of a frigate "La  
Fortune", with detailed  
statement as to how and  
when price is to be paid.

**Sale of a Frigate by Sr. André Gerbe to Sr. Baltasar de Ponfrac, Chevalier de Masan, said frigate formerly called L'Avare (the Miser), now named La Fortune, having under its former name been captured by the English. The price of sale, 20,000 livres, is to be paid in piastres of five livres each, of which sum 5000 have been paid in cash, the remainder to be paid in eighteen months from this day, viz.: 7500 livres at Cap Francois to order of Grenier, Default & Co., and a like sum of 7500 livres at New Orleans to Sr. Paul Rasteau, merchant of that City.**

Signed: Le Chr de masan, Chantalou, (signature eaten away), gerbe, P. Rasteau, Lenormand, Henry, notary.

Written in close script. Signature on last page charred and partly missing; third page, text of two lines partly missing.

29330. 3 pp.

Documents relating to  
ship of which sale was  
registered above.

April 1. Declaration by Sr. André Gerbe, before the Clerk of the Council, as Commandant of "La Charmante Marie" (the Charming Mary), that he captured a frigate named "L'Avare" from the English, brought into the port of Campeche to have it adjudicated as a prize, and to proceed to the sale of the cargo, but being forced to go to Louisiana without provisions, having nothing but spoiled corn. Contrary winds forced him to put into harbor at the Balize and to go up the river with the Corsair to obtain the necessary food, where he waited for his boat, as he went up the River alone in the corsair's canoe. Certificate given of the present declaration.

29331.

Certificate of appearance  
of Gerbe before the Clerk  
of the Council.

May 6. Appearance before the Clerk of the Council of Captain André Gerbe, commanding the Corsair "La Charmante Marie", accompanied by Sr. de Masan, officer of the Marine, to register the transfer of the frigate formerly L'Avare under its new name "La Fortune", the said de Masan promising to send the prisoners to their destination.

Signed: Le chr de masan. gerbe. Henry (paraph), notary.  
Document charred and cut.

May 8. 29334.  
2½ pp. Copy.

Certificate of Gerbe's legal  
ownership of the above  
named ship.

**Certificate of notary public of the adjudication of the frigate L'Avare as a war prize to André Gerbe in the town of Merdia, and order to remit it to him with its cargo for sale; of its delivery to him, of his taking possession of it with consent of the Judge, and authentic permit to navigate it or sell it at his option.**



29336.

Above certified as a true copy of the original in Spanish, and that this translation is correct.  
Signed: P. Rasteau.

May 8. No. 1099. **Criminal Case** of Larue, a free mulatto, containing nine documents.

Documents in the criminal case of Larue, a free mulatto, charged with illicit carrying of arms and attempt to murder Roussy.

Inquiry made before Councillor Raguet in case of Estienne Larue for illicit carrying of arms and attempt to murder Corporal Roussy.

Signed: Raguet. Henry, Greff.

May 5. Order to communicate to the Procureur General of the King.

No. 1100. 6 pp.

Examination.

May 5. Interrogation of Etienne Larue, natural son of Sr. Larue, a free negro, commanding the vessels of the Company of the Indies.

Signed: Larue fils. Raguet. Henry Greff.

1 p.

Demand for examination before accused.

May 6. Demand by Fleuriau that accused be reexamined and confronted with witnesses, before presenting final conclusions, wherefore he prays that a decree of bodily apprehension be rendered by the Superior Council.

Signed: fleuriau.

No. 1101. 1 p.

Decree of arrest.

May 6. Decree of bodily arrest by Superior Council. Signed: lafreniere. Lenormant.

No. 1103. 6 pp.

Re-examination of accused.

May 18. Confrontation of witnesses with Larue. Signed: Larue fils. Raguet. Henry, Greff.

May 19. (below document) Order to communicate to Procureur General of the King. Signed: Raguet.

No. 1104. 3 pp.

Greff.

May 18. Reexamination of witnesses against Larue. Signed: Raguet. Henry,

Upper right corner torn away through four pages, and document pale and stained.

No. 1105. 2 pp.

N. P. 2 pp.

No. 1106. 2 pp.

Judgment rendered. Case concluded.

May 18. Second Interrogation of Larue. Signed: Larue fils. Raguet. Henry, Greff.

May 19. Conclusions of the Procureur General of the King. Signed: fleuriau.

May 19. Judgment rendered in criminal suit against Larue, a free mulatto, for carrying arms and attempt to murder.

Signed: Lenormant. De Benac. lafreniere. Le Breton. Raguet. prat.



May 9. 3½ pp. **Letter to Mr. "Dartaguet Diron,"** Receiver of the Finances of Auch, addressed to Paris, Rue Richelieu, pres le Palais Royal, by Augustin Chantalou, concerning claim of his brother Bernard Diron's widow, now Mrs. Lambert des Granges, for 3200 livres, and Mr. Lambert's appeal to the King's Council of State. The claim was originally for 37,037, the difference being due to a reduction of money values. This sum is due to Mr. Joseph Bizoton's widow. Effects of his succession sold, but Mr. Lenormant ordered to deposit returns.

Letter addressed to official in France, concerning claim arising in Louisiana in settlement of a succession.

Document charred and full of erasures.

May 10. 29358. **Procuration** in blank, granted by Sr. Gerard Pery, in commerical relations with Sr. Jean Jung of Bordeaux, in order to liquidate his affairs, giving said attorney full power to recover all sums due to him, which sums he authorizes him to remit to Sr. Jung, requesting receipt for same.

Procuration in blank for settlement of commercial affairs between Pery of Louisiana and Jung of Bordeaux, France.

Signed: Pery, Jahan, Desbordes, Henry, notary.

May 10. 29343. **Acknowledgment** by Henry, Clerk of Council, that Sr. Aufrere handed him 46 livres, 12 sols, 10 deniers, which were remitted to Mr. Gerard Pery as a part of the dowry of Francoise Aufrere, by Beaupre, Sheriff, to whom he tendered receipt; said receipt being mislaid, he authorizes the present certificate.

Acknowledgment by Henry, Clerk of Council, of funds received by him in trust.

Signed: Henry, Greff.

Receipt for sum paid on account.

**Receipt** to Sr. Henry by Sr. Prevost for the sum of 461 livres, 12 sols, paid on account due by Sr. Pery to Mr. Jung, May 10, 1747.

Document stained.

May 10. 29340. **Obligation** by Sevet to Chantalou, acting under procuration of Mr. Rimbart of the Cape as substitute to said Rimbart, charged with procuration of MM. Pean and Bourgeret, Le Prevost, merchants of Nantes, who trusted said Sevet in 1736, in money of France the sum of 2246 livres, 10 sols, 6 deniers, according to invoice of merchandise certified by Bourgeret and Le Prevost, said Sevet having rendered account of same to Sr. Chantalou, who obtained a decree of condemnation; which said Sr. Sevet by these presents has acknowledged that he owes to Sr. Chantalou 2355 livres, 4 sols, 4 deniers, for costs, amounting wholly to 2393 livres, 14 sols, 4

Agreement growing out of commercial relations between Louisiana and France, with terms of settlement of these commercial accounts.



deniers, in specie of France, or piastres of five livres each, which Sr. Sevet obligates himself to pay to Sr. Chantalou on return of his first voyage, at latest in a year, stipulating mortgage security on his movables and immovables. Mr. Paul Rasteau, merchant of New Orleans, has given bond in case of default of payment, in the presence of Srs. Marin Lenormand, J-B. d'Anneville, witnesses here residing.  
Signed: P. Rasteau, Sevet.

May 10. 29344.  
fo. 2. 4359. 3 pp.

Excerpt from Registers of session of Superior Council, July 24, 1741, in relation to case of a former slave freed by his master in his will.

**Excerpt** from Registers of Session of the Superior Council, by Messrs. the Commissioner and the Colleagues named by the King for the affairs of the Company of the Indies, session of July 24, 1741.

Between one Pantalon, a negro slave of deceased Mr. Dartaguet, plaintiff, vs. Sr. Prevost, Agent of the Company of the Indies, defendant: Considering petition to Council on the 11th instant, demanding that freedom granted him in his master's will, be confirmed, on offer made by him to pay to the Company of the Indies, creditors of deceased Sr. Dartaguet, the sum at which he and his family will be appraised. They were appraised at 3000 livres, and Commissioner and Colleagues, on account of freedom granted him, have decided that said Pantalon and his family shall apply to MM. de Bienville, Governor, and de Salmon, Ordonnateur, and having done so to pay to the Company of the Indies, or its agent in this Colony, the sum of 3000 livres, with a delay of one year, furnishing good and sufficient bond, which sum will be credited to account of said Dartaguet with said Company, costs compensated.

Signed: "By MM. the Commissioners and Colleagues." Henry Greff.

29345.

May 10, 1741. Before Notary Royal, security furnished by Sr. Fabry for 3000 livres, due by free negro Pantalon to the Company of the Indies. Pantalon, his wife and children, having been given their freedom, confirmed by MM. Bienville and Salmon on the 20th instant, and obligated themselves to pay in current specie of the Colony the sum of 3000 livres in a year from date, for which payment Sr. Fabry has pledged himself as security, before Chantalou, Prevost, Verret and we, notary.

Signed: Henry, notary.

29347. No. 15.

Acknowledgment that Mr. Fabry has paid in ancient money of the Colony the sum of 3000 livres for the sum of 1200 livres in silver at five livres, for obligation incurred for Pantalon. At New Orleans, June 20th, 1745. Signed: Prevost.

Collated copy furnished May 10, 1747, for Pantalon, free negro.  
Signed: Henry, notary.

Document in Sorbonne script; water stained.



May 10. 29348. **Sale** of two lots and a house and appurtenances to P. Clermont by Paul Rasteau, holding procuration of Mr. Jean Philippe Grondel, Lieutenant in the Fourth Company of the Swiss Regiment of Karrer, for the sum of 3500 livres, in piastres of five livres each.

Sale of house and two lots to Clermont, for 3500 livres, with receipt for partial payment.

Signed: Chantalou, Lenormand, Henry, notary.

On the above day, month and year, receipt signed by Sr. Grondel, countersigned by Henry, notary, for payment of one-half of aforesaid sum by Sr. Paul Rasteau.

29356. Feb. 13, 1748. Transfer and abandonment of 18-foot frontage by ordinary depth by Sr. Pierre Clermont to Sr. Nicolas Judice, for the sum of 525 livres, 9 sols, paid cash, which with consent of Sr. Grondel said Judice remains in full possession of 18-foot frontage by 120 feet in depth, the said Judice furnishing bond to Mr. Grondel until full and complete payment.

Document transferring part of above named property to a third party. (Apparently.)

Signed: Grondel, Lenormand, Chantalou, nicolas judice.

29357. Receipt to Pierre Clermont for 1750 livres for house acquired from Mr. and Mrs. Grondel as per act.

Receipt for 1750 livres on above sale.

Legal permission for above sale by agent.

Signed: Chantalou, Lenormand, Fe Fiedrich, Henry, notary.

July 25, 1746. Procuration granted before Notary Royal of Mobile, by Jean Grondel and his wife to Paul Rasteau, for sale of their house and lots in New Orleans.

Signed: Grondel, dutisne,\* Carlier, Doussin, Melizan, notary.

\*(Translator's Note: Marie Louise du Tisne married Jean Philippe Goujon de Grondel, a native of Alsace. He left Mobile about 1758, and in 1762 was sent to France with Rochemore and others to be tried, but was acquitted. He was born in 1714, and lived to see the transfer of Louisiana to the United States.)

May 10. 29350. **Notarial Act of Sale** of a house and two lots in this City for the sum of 3500 livres, in piastres of five livres each, by Mr. Paul Rasteau, acting under procuration of Mes-

Notarial act of sale of the above house and two lots, with location and dimensions of the said property.

sire Jean Philippe Grondel, Lieutenant of the Fourth Company of Karrer's Swiss Regiment, garrisoned at Mobile, and his wife, Dame Louise Dutisne, said procuration passed before Malizan, Notary Royal at the Post of Mobile, in 1746. The two lots together measuring twenty square fathoms (equal to 120 feet), adjoining land of deceased Jacques Judice and that of Nicolas Judice, on the other side, to Pierre Clermont, journeyman; cession



and transfer made on order of Sr. Le Normant, below petition of said vendor. Clermont is to pay said sum to Sr. Grondel or the bearer of his order, in piastres of five livres each, furnishing mortgage security on his movables and immovables, and electing his domicile in the house at said place.

Signed: (first two signatures eaten away by ink). Lenormand.

29351.

Receipt for 1750 livres  
on above sale.

Receipt, on the above day and year, given by Sr. Grondel for payment of 1750 livres, as one half of price of sale, from Sr. Paul Rasteau.

Signed: Grondel. Countersigned: Henry, notary.

29352.

Transfer and sale of  
above property.

Retrocession and abandonment of 18 feet by ordinary depth, of said land, by Pierre Clermont to Nicolas Judice, for the sum of 525 livres, said Judice furnishing mortgage security for the said land to Mr. Grondel.

Original signed: Grondel. nicolas judice. Lenormand. This copy bearing signatures by Lenormand and Henry, notary. (Duplicates of 29348, 29357).

29353.

Final payment on the  
above property.

July 9, 1747. Payment of 1750 livres by Jean Philippe Grondel to Alexis Diederich, which are due in the course of January, 1748, by Pierre Clermont for two lots and a house sold to him by Paul Rasteau, who held procuration of said Grondel, and this for complete liquidation of what Sr. Grondel owes to said Diederich, also an officer of Karrer's Regiment.

Signed: Grondel. Bobe Descloseaux. S. Janvier. Henry, notary.

29354. 1 p.

Petition to sell above  
property, by Rasteau,  
who holds procuration  
from owners.

April 8, 1746. Petition to the Superior Council by Paul Rasteau, for permit to sell property of Dame Grondel after compliance with required formalities, the above parties having granted him a procuration for that purpose.

Permit granted.

Permit granted by Judge Le Normant. Certification of Sheriff Lenormand that all the prescribed formalities have been fulfilled.

Certificate by Sheriff.

Receipt for legal fee.

Receipt for 10 livres. Signed: Lenormand.

May 12. 29366.  
fo. 2. 4364.  
2½ pp.

Procuration granted before Notary Royal, as tutor of minor heirs of deceased Noel Busson, by Pierre Delille Dupart to Fran-



Procuration granted by tutors of minors residing in Louisiana, for settling in France an inheritance that is coming to minors.

cois Jahan, and also by their under-tutor Francois Gervais. The said heirs have inherited in France, and averse to leaving the Colony, are desirous of bringing here all that they may inherit in France, where-

fore Francois Jahan has given full power to transfer, collect, sell, etc.

Signed: Dlle Dupart, Desbordes, Gervais, Lenormand, Marie Ann Busson femme Gervais, Henry, notary.

Lower edge of document torn, and stained on the two pages.

May 12. 29369.  
fo. 2. 4365.  
2½ pp.

Procuration granted for collection of a commercial account due in Martinique.

**Legislation of Procuration**, granted before Notary Royal of Louisiana to Sieur Honore Ollivier, resident of St. Pierre of Martinique, to collect payment from Messrs. Forstall and Boussebeyre of the sum of 15,933 livres, 16 sols, 4 deniers, capital due by Forstall and Boussebeyre, and moreover

half of the profits on the merchandise listed in the invoice signed by them, approved September 12, 1743, a collated copy of which was presented by Sr. Ollivier.

Signed: Fr C. OLivier, Chantalou, Lenormand, Henry, notary.

29371. 4 pp.  
29373.

Invoice of the merchandise for which collection is sought above.

Invoice of merchandise delivered to Forstall and Boussebeyre, shipped on the boat La Boree, commanded by Boussebeyre, invoices signed by Mr. Figuepeau, said merchandise being well selected and in good condition, amounting to the sum of 15,930

livres, 16 sols, 4 deniers, to be sold at risk of consignee, without cost nor commission.

29374.

Power of Attorney granted to Olivier, empowering him to collect sum due on above account.

Copy of power of attorney granted to Honore Olivier, his brother-in-law, by Figuepeau, empowering him to collect from Forstall and Boussebeyre the sum of 15,933 livres, 16 sols, 4 deniers, for merchandise shipped to him for sale, on account of one-

half of the profits, as per invoice.

May 12. 29364.  
fo. 2. 4363.  
1½ pp.

Obligation for payment of balance due on a commercial account to Jung of Bordeaux by Jahan of Louisiana.

**Obligation** by Jahan to Sr. Jung of Bordeaux, of a debt of 3124 livres, 9 sols, for merchandise obtained from Sr. Pery, acting for Sr. Jung, part of which had been paid, and notes for the other part remaining in possession of Sr. Prevost, with signatures scratched out. Sr. Jahan obligates himself to pay at will of Sr. Jung, asking for such

reduction as he will grant on account of the reduction of three-fifths on Colonial money, stipulating mortgage security on his movables and immovables,



29365.

Costs of the collection  
guaranteed.

In France, on demand of Mr. Martin, merchant Rue du Petit Soleil au Petit Paris, all prosecutions and suits necessary to be instituted on this present.

Signed: Dessurac, Prevost, Jahan, Lenormand, Henry, notary.

May 12. 29379.  
4367. 5 pp.

Marriage contract between Francois Jourdain and Francoise Le Roy.

**Contract of Marriage**, between Francois Jourdain, son of deceased Jean Jourdain and Francoise Nimaux, and Frances Le Roy, called Ferrand, daughter of Pierre Le Roy, called Ferrand, and Claudine Grison. Passed before Henry, notary.

Signed: Francois Jourdain. Cacadier. Francoise Leroy. Dugsigne. Avignon. C Durieux dt Dupre. Lenormand. Chantalou. Henry, notary.

Registry order.

Order by Council to file in Registry.  
Signed: frunville (apparently).

May 12. 29376.  
4366. 3 pp.

Procuration to compel payment of annuity left to petitioner by will of deceased Mrs. de Senoaville to de Chavannes.

**Procuration** granted before Notary Royal to Sr. Francois Jahan by Sr. Jean Baptiste de Chavannes, to resort to any possible and proper means to compel Sr. de Bricogne to continue to pay him the yearly income of 1800 livres from the fund left in his hands by Dame Marie Anne Noel de Senoaville in

her will, of which S. de Bricogne would not allow him to take cognizance, considering his age and his apprehension of falling into destitution. He intends that Sr. de Bricogne be compelled, even by severe means, to account for these funds and that he continue to receive the annual rent paid since 1730.

Signed: Dessurac. De Chavannes. Lenormand. Henry, notary.

Document stained by water, but plainly legible.

May 12. 29384.  
fo. 2. 4368.  
2¾ pp.

Procuration granted for settlement of an inheritance in France due to Mrs. Ancellin, resident in Louisiana.

**Procuration** granted before Notary Royal to Francois Jahan by Marianne Fournier, wife of Louis Ancellin, a carpenter by trade. Marianne Fournier was the daughter of Jean Baptiste Fournier and Renée Thibaut. Being unable to go to France, she empowers Jahan to recover all that is due to her by inheritance, and begs Sr. Boismard.

their agent in La Rochelle, to remit the necessary papers in this affair, to inform him of property to which she has a right in the Isle of Ehe or other places.

Signed: Jahan, Dessurac, Lenormand, Henry, notary.

Document water stained, with torn and curled margins.



May 12. 29387.

fo. 2. 4369.

2½ pp.

Procuration granted for settlement of an inheritance in France, due to Mrs. Philipon, resident in Louisiana.

**Procuration** granted before Notary Royal to

Francois Jahan by Marie Louise Didier, only daughter and sole heir of Gaspard Didier, of St. Donut, Dauphiny, France, and of Francoise Albert. Marie Louise Didier is married to Francois Philipon, and in his absence she has been authorized by her tutor, George Tesson, to grant said

procuration, in order to act for her in settlement of succession of her parents and judicial sales, as she was born a *Creole* and has no desire to go to France, and that said Gallot\* is charged with a similar affair for Widow Gallot.\* This procuration is to be valid until revocation of same.

Signed: Dessordet. Tesson. Marie Louise Didier femme de Francois Philipon. Lenormand. Henry, notary.

Document water stained, with ragged margins.

\*(Editor's Note: The translator apparently miscopied a name here, but in the absence of the original manuscript it is impossible for the editor to correct the apparent error.)

May 13. Slip.

Receipt for bricks.

**Receipt** to M. Rasteau for six thousand bricks at 15 livres per hundred, delivered.

Signed: Demerant.

May 13. Slip.

Receipted bill.

**Bill** amounting to 566 livres, 5 sols, due by Mr. Rasteau, presented and receipted for payment by Lesassier.

May 15. 29393.

4372. 1½ pp.

Procuration by Pontalba of Pointe Coupée, granting Henry power to act for him in New Orleans.

**Procuration** granted by Joseph Delfau de Pontalba, Lieutenant of the Marine, Commandant at the Post of Pointe Coupée, to Sr. Nicolas Henry, Clerk (greffier) of the Superior Council, empowering him to act for Pontalba in all affairs of his in New Orleans.

Signed: Chantalou, as Greffier. Pontalba. Lenormand, Henry, notary.

May 15. 6 pp.

N. P.

Copy of letter, sent by Clerk of Superior Council of Louisiana, to a French official in regard to the settlement of claims in matter of a succession in Louisiana. Many of the complications in regard to settlement explained.

**Copy of Letter of Henry, Greffier** of the Superior Council of Louisiana, addressed to "Monsieur Dartaguet Diron, Receveur gñal des finances Dauch, Rue Richelieu pres le palais Royal, Paris," sent by Le Chameau, commanded by Captain Pouillad, concerning affairs of Mr. Lambert Desgranges, married to widow of Sr. Bernard Diron, deceased in Santo Domingo, account of his endeavors to obtain

account of Messrs. Delallande and Dubreuil of indebtedness of said succession to that of Louis Joseph Bizoton, whose widow



claims from it 3000 livres, and another debt of 37,035 livres, 2 sols, 9 deniers, without counting interest thereon. He also found a sum of 6000 livres reverting to said Diron, his brother, which Mr. Le Normant ordered to be deposited in the Treasury of this Colony and to deliver a bill of exchange of the said sum and send it to you. He is unable to draw a sum of 32,000 which remains deposited in the Registry until final judgment be rendered on a suit pending before the King's private Council of State, between Messrs. Lambert and Du Breuil, which remains here from succession of said (Bernard) Diron, owing to a suit between Mr. Chantalou, attorney of Mr. Lambert, and Sr. Du Breuil; reducing funds in his hands to 84,000 livres, with three-fifths loss due to the King's decree filed and published in January, 1745. Though he is unknown to him, he prays him to send to him, by the King's ship about to sail, a letter of discharge for what was paid on account and what is still due him by succession of his deceased brother, and also a procuration in this Colony as well as at Cap (Francois), and all vouchers to prove claim to interest, and discharge for sum sent, the letter written to Mr. Le Normant not being sufficient. He advises him that he has written to Sr. Lambert by the same occasion, and gives his address as "Greffier of the Superior Council, Louisiana." Document badly stained.

May 15. 5 pp.

Copy of another letter  
on same subject.

A rough copy of another letter to Dartaguet by Henry, Chief Clerk of the Superior Council, on same subject, with many erasures and whole passages crossed out, in ink stained script covering five pages.

May 15. 3 pp.  
Copy.

Another letter, on same  
subject as above, written  
to an official in Cap  
Francois, Santo Domingo.

**Letter** to Mr. Lambert Des Granges, Chief Commandant of the town of Cap Francois, Isle of Santo Domingo. Sent by the Brigantine "La Marie", commanded by Captain Varren, bound for Cap (Francois). Concerning the same subject: the succession of Sr. Bernard Diron and claim of his widow, now wife of said Lambert des Granges, and that of widow of Sr. Joseph Bizoton, to whom said succession is indebted. No signature; but evidently written by the same hand as previous letters.

May 15. 29395.  
fo. 2. 4373.  
1½ pp.

Receipt for payment of  
1942 livres for a slave,  
Jeannette.

**Receipt** to Gilbert Cacadier Dusigne for 1942 livres paid to Pierre Clermont, son-in-law of Jean Moreau, for a negress named Jeannette, owned by succession of Louis Viger, said negress aged fourteen or fifteen years, on whom said Dusigne paid 190 piastres cash, with consent of Marianne Giro-



dot, wife, separated in property, of Jean Moreau, and previously of Louis Viger.

Signed: Cacadier dusigne. Chantalou. Lenormand. Henry, notary.

May 16, 29397.  
fo. 2. 4374. 1 p.

Obligation for payment  
of 1200 livres in  
Spanish piastres.

**Obligation** for 1200 livres, in piastres gourdes (silver) of five livres each, due by Sr. Francois Jahan, payable in Spanish piastres as loaned, on return of King's ship with its cargo of merchandise.

Signed: Jahan. Lenomand. Chantalou. Henry, notary.

May 16. 29407.  
4375. 2 pp. Copy.

Collated copy of a marriage contract made at Fort Chartres, in Illinois, in 1722.

**A Collated Copy of Contract of Marriage** of deceased Jean Baptiste Girarot and Damoiselle Therese Neveu, deposited by Sr. de la Gautrais, May 16, 1747. Contract was drawn up at Fort Chartres, before Nicholas Michel Chassin, Guardian of the store (warehouse) of the Company of the Indies in Illinois, and acting as notary at said post, November 9, 1722.

Document in bad condition.

May 16. 29398.  
1 p.

Obligation to pay 240 piastres in silver, with debtor giving mortgage security.

**Obligation** to Mr. Paul Rasteau by Sr. Francois Jahan, to the amount of 240 piastres gourdes (silver), due to him in notes and reduced to the present sum, which he promises to pay in one year, finishing mortgage security for said payment.

Signed: Jahan. D'ausseville. Chantalou. Henry, notary.  
Document cut and ink eaten.

29399.

Complaint that above note has not been paid.

May 16. Complaint by Sr. Louis Brazellier called Tourangeau, resident of Bayou St. John, that Sr. Jahan has not paid his note for 240 piastres, made in favor of Sr. Paul Rasteau.

29400.

Letter concerning above claim.

Letter written by Mr. Henry to Mr. Dubreuil concerning notes in possession of Tourangeau. After the ships left, Tourangeau did not think of his notes, and Dubreuil warned his son-in-law of the last day of the reduction, when he remitted to said Du Breuil money from Mr. de la Lande from Diron's succession. Since then he asked for the note, but said account has not yet been paid. He may finish with Mr. Jahan without any difficulty, and rely on my word. It is to Henry that Dubreuil shall have recourse for justice.



## 29402. Slip.

Document apparently  
connected with the  
above claim.

May 2, 1739. Request that Mr. Dubreuil furnish Sieur Tourangeau 39 barrels of corn for Mr. Bizoton's negroes, at seven livres the barrel, and as to cartage there are 700 barrels at 8 sols, and his share amounts to 52 livres.

## 29403. Slip.

Document apparently  
connected with the  
above claim.

February 13, 1744. Request to Mr. Dubreuil to pay to Mr. Duplanti the sum of 455 livres 10 sols, which I shall credit to him. Signed La Combe.

## 29404.

Letter apparently  
connected with the  
above claim.

Letter addressed to Francois Jahan by the Procureur General of the King, Mr. Fleuriau, advising him that on Tourangeau's complaint he has his affair in hand.

## 29405.

Document concerning  
above claim.

On reverse of letter, certification signed by Jahan, that he remitted to Du Breuil Tourangeau's account after the departure of the King's ship. Dated: May 12, 1747.

May 17, 29409.  
fo. 2. 4376.

1½ pp.

Protest against loss  
ensuing because two  
slaves not permitted  
to form part of boat  
crew.

**Declaration by Dorient**, that on this day he has filed a protest in his own name and as acting for MM. Pera and Delatouche. Being about to sail for the Cape, he engaged two negroes named Granier and Narcisse, slaves, in the crew of the boat L'Unique, which was condemned; the proprietor of said boat forbade the negroes to embark in Dorient's

boat, whereof protest on account of loss ensuing.

Signed: Dorient. Henry, Greff.

## May 18. 1 p.

(See May 8, 1747.)  
Citation of two soldiers  
to appear in Court in  
the criminal case of  
mulatto La Rue.

**Notice of Citation** served on Baptiste, Corporal of Mr. de Gauvrit's Company, lodged at the Barracks; on Ferrand, of Mr. Leverrier's Company, found at the Hospital. The aforementioned to appear in the Criminal Chamber of the jail this day to be reexamined before Mr. Raguet, and to be confronted with the accused mulatto La Rue. Signed: Lenormand. Document in bad condition.

Unfinished copy of second  
interrogation of mulatto  
La Rue.

May 19. Unfinished copy of interrogation of Estienne La Rue, a native of Finegal. This is a second interrogation of accused, after reexamination and confrontation of witnesses.



May 18. 29413.  
fo. 3. 4377. 3 pp.

Procuration for arrangement of a partnership for trade between France and Louisiana, between merchants of New Orleans and one in Rochefort, in France.

**Procuration** granted to Francois Jahan by Mr. Jacques Massicot and Pierre Revoil jointly, that he may come to agreement with Sr. Boudet of Rochefort, who desires to enter into partnership with trustworthy persons for trade in this Colony, said Massicot and Revoil allowing 10,000 livres for merchandise to be sent on two vessels in time of war and 20,000 in time of peace, profits to be evenly shared and to be divided into halves or thirds, Sr. Jahan being given unlimited power between Sr. Boudet and the aforesaid Massicot and Revoil.

Signed: Revoil. Massicot. Lenormand. Henry, notary.

May 19. 29416.  
fo. 2. 4378. 2 pp.

Sale of two lots and negro cabin for 150 piastres, 100 cash and remaining 50 within one month.

**Sale** of two lots by Pierre Lefort and his wife, Lucie Henry Meyere, widow of Gatien B., called Tourangeau, on which is a negro cabin of little value, to Jean Baptiste Rolland, for the sum of 150 piastres, one hundred of which were paid cash and the remaining fifty to be paid in the course of

the present month.

Signed: Lefort. Rolland. Chantalou. Lenormand. Henry, notary.

28418.

Petition to Superior Council to sell above property.

August 13, 1746. (With previous sale).  
Petition to Superior Council by Pierre Lefort, married to Widow Tourangeau, for sale of two lots, in order to acquit debts due by community of his first marriage.

Signed: Lefort.

29419.

Petition granted, and certification that all required formalities have been complied with.

August 13, 1746. Petition granted.  
Signed: Lenormant.  
September 3, 1746. Certification by Marin Lenormand of having complied with all prescribed formalities.

May 19. 29422.  
fo. 2. 4379.  
1 1/4 pp.

Obligation of Gautrais to pay to Aufrere 1,347 livres in France, with mortgage security.

**Obligation** to Sr. Aufrere to the amount of 1,347 livres due by René Harpain De La Gautrais, which he promises to pay to said Aufrere in France, one month after his arrival, furnishing mortgage security on his movables and immovables.

Signed: Harpain DeLaGautrais. Chantalou. Lenormand. Henry, notary.

Document in connection with above obligation.

July 10, 1740. Certificate, signed Caunai, that he received from Sr. Harang 100 pounds of coffee at 10 cents per pound, which sum is due following his note remitted to Sr. Harang.



May 19. 29425.  
fo. 2. E. 4380.  
1½ pp.

Note for 1379 silver  
piastres, to be paid in  
two years, with mort-  
gage security.

**Obligation** to the amount of 1379 piastres (silver), by Sr. André Fabry de la Bruyere, ordinary secretary of the Marine, to Sr. Loquet de la Pommeraye, former Treasurer of the Marine, who promises to pay Sieur de la Pommeraye in coin, at the rate of five livres the piastre, in two years from this date, furnishing mortgage security on his movables and immovables, electing his domicile at his house in this City, where he consents that all notices be delivered, and even sent to France, where he is to reside.

Signed: fabry. D'anneville. Chantalou. Henry, notary.

29424.

Document of 1765, in  
relation to the above  
obligation.

November 25, 1765. (Enclosed in previous document). Petition to Mr. Foucault (the Ordonnateur) by Madam de la Pommeraye, stating that she has lost the first record of obligation of Sr. Fabri for 1379 piastres gourdes (silver), passed before Mr. Henry, in 1746 (should be 1747), in the name of deceased Mr. de la Pommeraye, her husband, and she now asks for an order to Mr. Garic to deliver notice on Sr. Fabry without delay, as Sr. Garic has refused to do so without an order.

Signed: delapommeraye.

Order prayed for  
given by Foucault.

November 26, 1765. "Good for delivery by Mr. Garic to Mrs. de la pommeraye, the record mentioned in above petition."  
Signed: foucault.

May 19. 29427.  
fo. 2. 4381.  
1½ pp.

Procuration of citizen  
about to leave for  
France, empowering his  
wife to act for him dur-  
ing his absence in all  
legal matters.

**Procuration** granted by Pierre René Harpain de Lagautrais, Marine Officer, about to leave for France, to his wife, Dame Therese Neveu,\* empowering her to represent him in all contentions and demands, to sign for him, collect sums due to him, to give receipt and valid discharge in his name, to sell, mortgage, to plead and appeal, constitute attorney and revoke; this procuration to stand until revocation of same.

Signed: harpain dela gautrais. Chantalou. Lenormand. Henry, notary.

\*(Translator's Note: Therese Neveu, wife of Sieur de la Gautrais, was born in Ville Marie, Canada, in 1700. She was the daughter of Michelle Chauvin and Jacques Neveu, and the sister of Marie Catherine Neveu, who married Etienne Roy de Villere, and, secondly, Jacques Hubert Bellair, in New Orleans, in 1728. Therese Neveu was first married to Sr. Giradot at Fort Chartres, in 1722.)



May 20. 29420.

Receipt for 50 piastres.

29421.

Receipt for balance on above account.

May 20. 29430.

fo. 2. 4383.

2½ pp.

Procuration in blank authorizing someone to represent him in Paris before Council of State, by Dubreuil.

**Receipt** to Jean Baptiste Rolland for 50 piastres in payment of two lots. Signed: Lefort.

August 11, 1747. Receipt to Jean Baptiste Rolland for 50 piastres, balance on the 150 piastres due on two lots sold to him, and full discharge for same. Signed: Lefort.

**Procuration** in blank, by Claude Joseph Du Breuil Villars, Captain of Militia, to represent him before the Council of State in Paris, France, and to act for him as plaintiff as well as defendant.

Signed: Du Breuil. Chantalou. Lenormand. Henry, notary.

May 20. 29429.

fo. 2. 4382.

Note for 1249 livres with mortgage security, Gautrais to Dupart.

**Obligation** to the amount of 1249 livres, in piastres of five livres each, by Sr. René Harpain de la Gautrais to Sieur Pierre Delisle Dupart, which he and his wife, Therese Neveu, promise to pay in a year, furnishing mortgage security.

Signed: harpain de la gautrais. therese de la gautrais.

Receipt for payment on above note.

July 24, 1784. Receipt for 400 livres on account of above debt.

Signed: Dlle Dupart. Chantalou. Henry, notary.

May 20. 29433.

fo. 2. 4384.

Deposit of papers in Registry by citizen sailing for France.

**Deposit** in Registry of the papers submitted by Mr. Prat, Councillor of the King before leaving for France on the King's ship "Le Chameau," under Captain Pouyaer (?-probably Poullade), who sailed on Pentecost Sunday. The following papers:

29435. 2 pp.

Renunciation by Jean Jacques de la Chaise to his parents' succession.

1. October 11, 1741. Appearance before Notary of Paris of Sr. Jean Jacques de la Chaise, Captain of the Ships of the Company of the the Indies, generally residing at the Port of L'Orient, at present in Paris,

lodged at Hotel De Malthe, by these presents renounces the succession of Jacques de la Chaise, charged with the affairs of the Company of the Indies in Louisiana, and that of Marguerite Cailly, his parents, said Marguerite Cailly, at the time of her death, married to Etienne Dalcourt, said succession being more onerous than profitable, taking an oath that he has never taken anything from any of these successions, he has constituted his attorney as bearer of this present, for filing and notification of whom it



may concern, offering to repeat it if need be. Signed and sealed on the said day, left with Billeheu, one of the undersigned notaries.

Signed: Jozsur (paraph). Billeheu (paraph).

Document filed and tax paid.

Filed in Paris, October 12, 1741, and seven livres, 4 sols, paid as tax.

Signed: Thierry.

Act presented and drawn up by Billeheu.

29434.

Copy of above act of renunciation by Jean Jacques de la Chaise.

2. Copy of renunciation of Jean Jacques de la Chaise to succession of his father and mother. This young man is in the service of the Company of the Indies, and is very rich. He says that much is due to him in Louisiana, and that he cannot collect anything, and has decided to abandon all pretensions to these successions and keep his own fortune. If it is necessary to communicate, authorised to do so.

(No signature). The above must be a note by his attorney.

29437.

Renunciation of Marie Toryle de la Chaise to her parents' succession.

3. October 18, 1741. A true copy signed by Mallet and Gregoire, assistants of the Attorney General of the King at La Guiole, France, of the Renunciation made by Demoiselle Marie Toryle de la Chaise, on news of her mother's death, to successions of her father, Jacques de la Chaise, and of her mother, Marguerite Cailly, his widow, afterwards married to Etienne Dalcourt; the said lady being authorized to this act by her husband, Louis Prat, formerly Surgeon of the King in Louisiana, both renouncing in favor of the creditors, persuaded that to assert their rights would prove more onerous than profitable.

Signed: Dernussent, notary.

29436.

Certificate as to the authenticity of the renunciation above given.

4. Jean Guillaume Malet, Councillor of the King, substitute in the extent of the manor of La Guiole for the Procureur General of the Parliament of Toulouse, certifies to all whom it may concern that the aforesaid seal is real and the one used by Mr. Dandée, Notary Royal of La Guiole.

Signed: Malet, subs. By order of the said Sieur Gregoire, Greff.

29438.

Receipt for 1005 livres of Treasury Notes by Mr. Prat.

5. May 1, 1747. Collated copy delivered by Henry Greffier, on this date, of a receipt for one thousand and five livres in Treasury Notes, which sum is subjoined to that which is remitted to the Treasurer of the Colony, Mr. de la Pommeraye, who has furnished a receipt, which I shall be obliged to pay on order of Mr. Prat. Dated, April 14, 1739.

Signed: Chevallier de Querlorec. (and below) Brou (for 1005 livres). Collated copy furnished, May 1, 1747.



29440.

Copy of procuration given by Marie Toryle de la Chaise for the settlement of her parents' succession in Louisiana.

6. October 18, 1741. A true copy of procuration given this day at noon, at La Guiole, Diocese of Rodez, before Notaries Royal, by Marie Toryle de la Chaise, authorized to same by her husband, Sr. Louis Prat, former surgeon of the King of Louisiana, to (. . blank . . ), whom she empowers in affairs of succession of her father, Jacques de la Chaise, and that of her mother, Damoiselle Marguerite Cailly, for payment of her dowry and the other debts due, according to her renunciation of said successions, to sell and have adjudicated all lands, plantations, and all effects movable and immovable, until full payment of all creditors, etc.

Certified by Jean Guillaume Malet, Councillor of the King, as to seal used by Notary Royal and signature.

Signed: Malet, subs. By order of Gregoire, huissier.

May 20. 29446.  
fo. 2. 4385. 1 p.

Sale of two negro slaves by Pontalba, for 3600 livres, to be paid in one year, with mortgage security.

Sale by Jean Joseph Delfau de Pontalba, Lieutenant of Infantry, Commandant at Pointe Coupée, of a negro, Piece d'Inde, called La Fleur, to Sr. Dauphin, and also his wife, called Fangum, for the sum of 3600 livres, in piastres of five livres each, which he promises to pay in a year from date, furnishing mortgage security on his movables and immovables.

Signed: Pontalba. Lenormand. Chantalou. Henry, notary.  
Lower margin ragged.

29447.

Note executed by Dauphin in above transaction.

Obligation to Jean Joseph Delfau de Pontalba for 3600 livres, in piastres of five livres each, payable in a year from date, by Dauphin, for negro La Fleur and his wife, said Dauphin furnishing mortgage security for said payment. This is only a notarial copy, signed by Henry, notary.

May 22. 1 p.

Bill for 2547 livres, 10 sols, for supplies furnished by Paul Rasteau to Captain of ship L'Hirondelle.

Bill presented to Captain Dupré of the ship L'Hirondelle by Paul Rasteau, for bricks, lumber, ropes, balls, powder, beans, salt, etc., amounting to 2547 livres, 10 sols, on merchandise still unsold. Signed: Paul Rasteau.

Upper portion damaged and torn.



May 25. 29449.  
fo. 2. 4386. 3 pp.

Contract of apprenticeship for three years to a goldsmith, with the legal stipulations in the case.

**Contract of Apprenticeship**, passed before

Notary Royal and witnesses, between Francois Songy, called La France, and Pierre Songy, his son, who has agreed with Claude Prevost, junior, goldsmith, usually residing in Mobile, to learn the trade of goldsmith, on clauses and conditions enumerated, during three years, Songy obligating himself to pay 150 livres this day and 150 livres more in six months. In case of illness over 15 days, he is to be treated and cared for at Songy's expense, etc.

Signed: Songy. Chantalou. Songy fils. C. Prevost fils. Lenormand. Henry, notary.

May 26. 29452.  
fo. 2. 4387. 2 pp.

Procuration granted to his wife by a ship captain, on account of a long absence which he contemplates.

**Procuration** granted before Notary Royal by

Jacques Vincent Lespré, Captain of the frigate La Fortune, to his wife, Christine Allard, on account of his prolonged absence, being about to sail for "the islands of America," empowering her in any case whatever to act as she would in her own name.

Signed: Lespre Vincent. Chantalou. Lenormand. Henry, notary.

May 26. 29454.  
fo. 2. 4388. 2 pp.  
(Original).

Procuration given by Jacques Hubert Bellair for looking after his interest in succession of his parents' in France.

**Procuration** in blank granted before Notary

Royal of Louisiana by Jacques Hubert Bellair, giving unlimited power to represent him and act for him in inventories taken, sales and divisions made between his brothers and sisters, in returns of (Higirias) Hubert Bellair and Barbe Chauvin, his father and mother, to collect

his share and portion and to pay his prorata of debts of said successions, and to Mr. Rasteau of La Rochelle, their correspondent, what comes to him on the returns, this procuration to be valid until revocation of same.

Signed: Bellair. Chantalou. Lenormand. Henry, notary.  
Document creased, but in good condition.

May 28. 1 p.  
Copy.

Excerpt from a letter to Bienville, informing him of the death of de la Loere, who is indebted to the Company of the Indies in a sum beyond the value of his succession, and praying that steps be taken to protect the rights of the Company against his estate.

**Excerpt** from letter written from New Orleans to Mr. de Bienville, in Paris, informing

him of Mr. de la Loere's death and of his indebtedness to the Company of the Indies beyond value of his succession, wherefore he prays that protest be made against division and delivery of any returns thereon. He accepted responsibility for 9987... livres due to his brother's succession, and has not rendered account for his management of the store from October, 1723, to the end of July, 1727, and that



of the Balize; moreover he is indebted for accounts of the Ancient Administration from . . . . . to 1723, for all said parties said protest to be entered. The Company has a special mortgage on all the slaves for Mr. des Usins' account, as well as for those sent to him for private sales. Signed: Buchet.

Document badly torn.

May 28. 29456.  
fo. 2. 4389.

2½ pp.

Declaration in Registry by Chastang that he consigned to Pietet in France 1555 deerskins, in 1745, and has had no settlement for them. Threatens to sell quantity of indigo in his possession, unless Pietet settles account with him.

**Declaration** in Registry by Francois Chastang, of having delivered to Gaspard Pietet 1555 deerskins to be sold in France, said pelts weighing 2200 pounds were shipped with bill of lading on the King's ship Le Chameau and remitted to Pietet in 1745, according to agreement. The ship arrived safely, and said Pietet consigned the pelts to Sr. Pierre Hardy of La Rochelle, who sold them for profit of Sr. Chastang, in March, 1746, for the sum of

2800 livres, as per bill sent by said Pietet. Since then the Chameau, commanded by Sr. Pouillade, La Maraye, commanded by Sr. Guillemot, and the Heraut, commanded by Sr. Mauzy, have reached this port without further news, which delay in collection of his funds has caused him prejudice, wherefore he makes the present declaration and protests against the said Pietet for all costs, damages and interest. Declarer has in his possession six barrels and a quarter of indigo, which weighed at the time 1870 pounds, four of which are marked "A. G." and the remainder "A. P.". He has not shipped said indigo, as he has had no news of Pietet, who may be dead or have used his funds, and he hereby gives notice that he will sell the indigo for profit of whom it shall appertain.

Signed: Chastang. Henry (paraph), Greff.

Lower part torn.

(To be continued)





**INDEX TO THE SPANISH JUDICIAL RECORDS  
OF LOUISIANA  
XLV.**

**April, 1782.**

(Continued from January, 1936, Quarterly)

By **LAURA L. PORTEOUS.**

With Marginal Notes by Henry P. Dart, when not initialed.

Spanish officials appearing in this installment:

Esteban Miro, Colonel of the Royal Armies and Governor General of this Province.

Martin Navarro, Intendant General of this Province and of the Royal Treasury.

Juan Doroteo del Postigo, Assessor General.

Jacinto Panis, Colonel of Infantry, Sergeant-Major of this Place and Senior Alcalde.

Guido Dufossat, Junior Alcalde Ordinario of this City.

Pedro Piernas, Commander ad interim of this place, (Acting Governor).

Andres Almonester and Leonardo Mazange, Escribanos.

Francisco Broutin, Attorney.

Rafael Perdomo, Acts as agent.

Chevalier Alexandre De Clouet, Lieutenant Colonel, Commander for the King, Civil and Military Commander of the Posts of Opelousas and Atakapas.

Carlos de Grandpré, Lieutenant Colonel, Commander at Natchez.

Luis Judice, Commander at the Post of La Fourche.

Baltazar de Villiers, Commander of the Post of Arkansas (Arkansas).

Luis Allard, Officer of Carbineers of the Urban Militia of this Province.

**April 3, 1782.**

**Action brought by  
Christoval Gonzales to  
prove the loss of the  
bilander, "San Antonio."  
No. 45. 34 pp.  
Court of Intendant  
General, Martin Navarro.  
Assessor (none).  
Escribano, Andres  
Almonester.**

The petitioner presents a contract drawn up between Cristoval Gonzales y Morales, owner, captain and master of the Spanish bilander, the "San Antonio," and Francisco Possadillo. The articles of the contract are as follows:

1st. Francisco de Possadillo obligates himself to take charge of the bilander, as pilot, with the cargo, under orders from Cap-



This suit was brought by the owner and master of a ship, which foundered while on a voyage from Havana to New Orleans, in an attempt to fix upon the hired pilot the blame for the disaster, so as to collect damages from him for the loss sustained. The owner contended that the pilot was inexperienced in navigating that course, and that he was negligent and careless in his navigation of the ship.

The case was first tried in New Orleans, in the Court of the Intendant, who had jurisdiction over all maritime cases in Louisiana, and, after many witnesses had been examined, the case was transferred for final disposition to the Superior Court in Havana.

The case is of interest to the student of law for the minute provisions of the contract made between the owner of the ship and pilot, as well as for the procedure followed in the suit. It is interesting to the historian as showing the close relation existing between Louisiana and Cuba under the Spanish system of colonial administration.—W. P.

tain Gonzales, to run with repairs, equipment, accounts for expenses, the crew, load and discharge and all else that is necessary for the benefit of the Captain.

2nd. Possadillo must not dispose of the said cargo without the consent of Captain Gonzales.

3rd. He will be permitted storage space for three chests of his own goods without freight charges.

4th. After the first voyage, upon returning to New Orleans, the Captain will obligate himself to lend Possadillo, on account for those interested, 500 hard pesos, without interest, to be used for his sole benefit, it being understood that the cargo purchased for himself must not exceed the capacity of the three chests the Captain has allowed him gratis.

5th. The Captain agrees to pay Possadillo a salary of 50 hard pesos each month which will begin to run from the day he clears for the voyage on the said bilander.

To fulfill the foregoing contract they both obligate themselves in all due form of law. Signed by the two contracting parties in Havana, January 29, 1782.

Captain Gonzales petitions.

Christoval Gonzales y Morales states he is the owner, captain and master of a Spanish bilander, the "San Antonio," sailing from Havana for this Port, with Francisco Possadillo in charge, as pilot, carrying a cargo of goods. The ship was wrecked on the voyage. He asks for an order to take the testimony which will be given by witnesses he will present, who will be questioned upon the following tenor:

1st. Q. Was not Pilot Francisco Possadillo placed in charge of the "San Antonio," from the time the ship was repaired, to command her and to fulfill the duties of pilot, or mate, on this voyage, to act without any opposition from the owner regarding the navigation?

A. The first to be called is Francisco Possadillo, he answers saying: This question is true in all its contents.

2nd. Q. Was he not sea-sick on two days of the voyage and did he not turn over his watches to the quartermaster?



- A. He has never been sea-sick since he became a navigating officer. It has happened and it is true that when he embarked he was ill, brought on by exposure to the sun while on land together with fatigue from repairing the ship, but during the voyage he was attentive to the duties of his office and did not entrust his watches to the quartermaster. He assisted in making the soundings and performed all other necessary exercises wherein one officer helps another, and the quartermaster was in charge of his own watches, but no other.
- 3rd Q. On February 4th, were they not in latitude  $29^{\circ} 1'$ , did he sound that day and did he inform the quartermaster that the waters were white?
- A. When at latitude  $29^{\circ} 1'$  he called out in a loud voice the water was the color for sounding. This was March 4 at mid-day. However he had noticed the same sort of water the day before and had sounded without finding bottom. He and the quartermaster determined to make a sounding that day at about half past one in the afternoon, using for this purpose a lead-line they had on board, seventy-five fathoms (braces). They did not find depth. Moreover for several days before they had navigated with little sail through fear caused by the appearance of the water. They were in the said latitude and in longitude  $285^{\circ} 55'$ , according to the meridian of Teneriffe. The ship was put west by north-west, nevertheless by location on the chart they were south east of the Balize.
- 4th. Q. Was the pilot not sea-sick from the time the bark sailed, during the seven days they were in danger and when they returned after looking for another boat?
- A. He refers to what he has said in answer to the second question, from this the truth may be proven, he was not sea-sick, but ill from natural causes and great fatigue.
- 5th. Q. Is it not true that on the night of February 4th, he, Gonzales, worked as the pilot ordered, personally assisting with the crew, until exhausted, to save themselves?
- A. It is true he helped the crew with their labors, but the witness did not see him do so.
- 6th. Q. Did the pilot not say the bark had grounded on Breton Island, when on the contrary it was Chandelaria Island, and for this reason he went to look for the river?
- A. Yes, it is true he did say the ship had grounded on the Chandelier or on Breton Islands, without being sure, (because it was night) not having seen land at sun set from the highest point of the mast. It is also true that the bark went in search of the river.
- 7th. Q. Is it not true that when the pilot ordered the mast cut at 12 o'clock at night the Captain joined with him, as also when the cargo was to be thrown into the water, then they



threw overboard some barrels of flour and the cannons and agreed to leave the mast until morning to see if they could find any inhabitants to help them, and not finding anyone as the quartermaster had said the Balize was near they decided to wait for daylight, then go out in a boat?

- A. He went to feel his way to cut the mast at half past one in the morning as the ship was taking too much water for navigation. When the weather was bad they worked the pumps from hour to hour and when the weather was good one and a half to a half hour was sufficient. The leak was caused by a hinge or bolt that had been displaced below the gammoning of the bowsprit. The water-ways had also been opened as well as some of the seams of the prow, and one of the sailors tried to stop the leak with animal grease and charcoal. It is true that they promptly lightened the ship by throwing overboard six barrels of flour and some boxes of nails that were in the stern, then the cannons were thrown into the water. He did not take part in any of this, as he was waiting for a ship seen far off on that day, the 4th. He had raised a flag and fired four cannon shots to see if they would help, but in the morning when they did not see this ship they put the witness in a boat to sound and to see in how many feet of water the bilander had grounded. He found they were in six and a half feet of water. The sea was a bit rough and the boat very small, and he was not able to pull the bilander into deeper water, as it was buried in two and a half feet of sand. He determined to go to the Balize to ask for help, because where they had grounded he could not put anything on land on account of the force of the waves and the low sandy beaches a very long way off.

8th Q. Did the pilot prepare to put the cargo on land or to throw it into the water so as to free the ship?

- A. As he had answered in the foregoing he was prepared to throw much of the cargo into the water, first the barrels of flour that were on deck, up to forty, then the boxes of nails that were in the stern, continuing to jettison more cargo until the bilander would rise.

After answering the foregoing eight questions Francisco Possadillo declares that the signature on the contract which has been put on manifest is his and the one he is accustomed to make and, that it is true that in drawing up his acceptance he failed to include the fact he had never navigated, nor was he familiar with the coast of New Orleans. For this reason, while in Havana he looked for some Frenchman to go with him but could not find anyone.



Testimony of the witnesses.

All witnesses are called upon to answer these same eight questions.

The first to be summoned is Augustin Aguilar, quartermaster of the bilander, which was wrecked. Under oath he says:

1. It is true Francisco Possadillo came as pilot of the bilander, "San Antonio," Antonio Christoval Gonzales y Morales, the Captain. From the time the ship was repaired until the wreck, Possadillo was in charge.
2. He was not sea-sick, but was a little ill, he told the witness he had been exposed to the sun. He, the quartermaster, did not have any more watches than those belonging to his office, fell to his share, or were allotted to him.
3. On the contrary, Possadillo told him the water looked white. They sounded that day, March 4th, but did not find bottom.
4. He never saw him sea-sick.
5. Yes, this is true.
6. Yes, the pilot said they were grounded between the Breton and the Chandelier Islands. The remainder of the question is true. They went to look for the river.
7. This question is true in its contents, with the exception that the witness should have informed the pilot they were near the Balize, but on the contrary it was Possadillo who told him.
8. The pilot wished to put the cargo on land, but could not do so because the shore was a long way off and the sea was rough.

Guillermo Franco's testimony.

Guillermo Franco, a sailor, on board the bilander, "The San Antonio," which was sailing from Havana for this Port with registration and was wrecked. Under oath he answers as follows:

1. During the entire voyage he saw the pilot of the "San Antonio," Francisco Possadillo, in command, but never did see the Captain take part in anything.
2. He can not say if the pilot was sea-sick, or not, because he came on board somewhat ill. He complained of his head, but as far as his watches are concerned he kept all those that belonged to him. His illness did not prevent him from making his daily observations in the middle of the day with a marine glass.
3. The 4th of March, three days before they grounded, the pilot sounded with a lead-line they had on board, measuring seventy five fathoms, the witness saw he did not find bottom. The reason the pilot was obliged to make this sounding was because he had seen that the water had the color which indicated shallows.
4. He refers to what he has said, adding if he was sea-sick, or ill, this did not prevent him from performing his duties, the witness had seen him execute many manoeuvres in his capacity as navigating officer.



5. This is true in all its contents.
6. Just as soon as they grounded the pilot stated they were on either the Breton or the Chandelier Islands without affirming the statement. It is true they went to look for the river in the said boat.
7. The pilot went to cut the mast at about twelve o'clock at night and to throw the cargo overboard. He told the witness and the rest of the crew to get ready to lighten the ship, in fact they jettisoned six barrels of flour, having been ordered to cast overboard up to forty barrels. Then the cannons were selected to go and later some boxes of nails that were in the stern. All proceedings were suspended, however, until morning when they counted on help from the Balize, or to try to put the cargo on land themselves, but they did not carry out this last plan because the sea was rough.
8. He refers to the foregoing answer, but as the sea was rough the small boat did not have room for the cargo.

Testimony of the other witnesses. These same eight questions are put to Francisco Rubio, Miguel Rodriguez, Mathias Vila, Francisco Barquer, Juan Saurez, sailors, and Antonio Arroyo, the cook. All give practically the same answers as Guillermo Franco.

Christoval Gonzales now petitions. Christoval Gonzales, Captain of the "San Antonio," wrecked on the Chandelier Islands, in the proceedings brought to prove the loss of the ship, petitions, saying it is convenient to his right to have Francisco Possadillo, pilot then in charge of the said ship, declare whether, or not, he sounded the day the vessel ran aground, and if a schooner followed the course of the ship and came up to the prow, and if the said schooner seemed to be at a little distance away, and did they find bottom at four o'clock in the afternoon of the said day. In a second petition, he asks to have Andres Dumon in charge of saving the bilander declare all he knows and has heard said by Francisco Possadillo during the trip they made together to save the boat, and what was said by the sailors who accompanied them concerning the loss of the "San Antonio," and if it is true that the pilot had a diary in his pocket.

Third petition. He requests to have Augustin Aguilar, quartermaster of the sloop, declare how much was saved from the shipwreck, and also if it is not true that he, the pilot, said to the one who had fitted out the ship and to Captain Gonzales that he had been to this Province and was familiar with its coast. Martin Navarro rules: Let the first two petitions be granted and to the third, in his time he will give the necessary decree.

Possadillo's declaration. Possadillo says that at half past one on the day they ran aground he made a sounding with a lead line seventy-five fathoms and did not find bottom. He did not follow the course of the schooner upon which he has been questioned, but at half past four in the after-



noon of the said day the witness having given the course from west north west to windward, luffed so as to lie to by the prow to talk to it, but seeing the said schooner did not intend to put into harbor the witness heaved to so as to return to their course and at this moment they grounded. The schooner was in sight, but he does not know if they sounded, or if they found bottom.

Augustin Aguilar's declaration.

Augustin Aguilar, quartermaster, declares he was not present as he was ill in this city, but he had heard it said by all the crew and also by the pilot that all they had saved was six hogsheads of rum and one boat, and as to the questions put to him concerning navigation at the Balize, he had never heard Mr. Possadillo say he had made a voyage to this port.

Andres Dumon's declaration.

Andres Dumon declares that Francisco de Possadillo, pilot of the "San Antonio," wrecked on the Chandelier Islands, had stated to him during the trip they made together to the river to solicit help to save the ship that it had been lost without having made any soundings, and that the wreck had taken place at half past six at night. He heard the crew say they had told the pilot, on the same day the ship was lost, the water was white and soundings should be made, but he answered they would sound that night. However, when the witness questioned Mr. Possadillo as to why he did not lighten the ship by throwing the cargo overboard, he said he could not do so because the crew were not willing to work and he feared they might strike him. He also told the witness that just as soon as they abandoned the bark to look for land he made four leagues to the north. The witness told him this was impossible, as it was grounded north south and the bark was grounded upon land. It is also true that Possadillo in the witness' presence drew from his pocket a Diary of Navigation (log-book), cut a blank page and made a cigarette. He further said that all they succeeded in saving from the wreck was six hogsheads of rum and a boat in bad condition.

The Protest.

A certified copy of the protest reads, in part: In the city of New Orleans, April 3, 1782, before the undersigned Notary and witnesses, appear Don Christoval Gonzales y Morales, owner, captain, and master of the bilander, "San Antonio," who states he sailed from Havana for this city as Captain with Francisco Possadillo in charge as pilot according to contract drawn up between them, dated Havana, January 29, 1782. The bilander grounded and was wrecked on the Chandelier Islands, and the maker of this act did everything possible with the aid of the crew under the pilot's orders to save the ship. Therefore, considering that he is not culpable for the said loss, he protests once, twice, three times, together with all else that is necessary in law, so that all damages, losses and prejudices occasioned must not be held to his account and risk.



Mr. Gonzales petitions.

Christoval Gonzales y Morales petitions, saying he duly presents a protest made by him on the shipwreck of his bilander in the proceedings brought to prove the loss. He prays Navarro to interpose his authority and judicial decree and to order that he be given a certified copy of all the proceedings in due and public manner and form, so that he may represent his rights when and where convenient to him.

Navarro's decision.

Martin Navarro receives the protest and rules: Considering the foregoing justification produced by Cristoval Gonzales, late Captain of the "San Antonio," wrecked on the Chandelier Islands, His Lordship says: For its greater validation and force he interposes and does interpose his authority and judicial decree as much as he can and must by right, and he further orders delivered to him a certified copy as requested to use to enforce his rights and for what concerns the instance pending, which includes the last of the three prayers contained in the written petition on page 19, in consideration that he did not produce the necessary evidence to seize what he solicits, his petition is denied to retain the 190 pesos which belongs to Francisco Possadillo, late pilot of the bilander. In the interim he must not promote what corresponds.

Gonzales further petitions.

Cristoval Gonzales petitions, saying, considering the actual result convicts Francisco Possadillo, as pilot, he asks to have him condemned to the penalty established by the ordinances of the Marine to pay all costs occasioned to this effect. Navarro sends this to the opposition.

Possadillo answers.

Francisco Possadillo answers the foregoing, by saying he protests in due form against the charge made by Gonzales that he caused the wreck. He performed all the manoeuvres of navigation according to his position as pilot. Some of the witnesses may have said he did not sound the day the ship was lost, but this is not true; besides he did everything possible to save it after it ran aground. He then proceeds to refute the evidence given against him. He says the wreck was accidental and his running on shore on the Chandelier Islands was not due to bad navigation, as the greater number of ships going into the river meet with the same fate. Since the loss of the ship was through no fault of his, he asks to have Gonzales' unjust plea to have him condemned to pay costs excluded. Navarro rules: Whereas, let these parties have recourse to the Tribunal, which corresponds, in the city of Havana, so as to prosecute there what concerns their convenience. For this purpose let the necessary certified copies be provided.

Gonzales petitions.

Captain Gonzales petitions, saying he has received the ruling telling him and his opponent to take their difference to the city of Havana, so that the Superior Court there may take cognizance of what has been accomplished in this, and to proceed with the



prosecution up to the time the definitive sentence will be pronounced; nevertheless, the above said decree does not provide for payment of costs caused, this is left to Your Lordship so that in consideration of the proof he has furnished and the conviction that results against Passadillo, may it please Your Lordship to condemn him to pay costs to the extent of 190 pesos which belongs to Passadillo and is now in Gonzales' possession, and that the payment be verified, the residue to be held until judgment will be rendered by the Tribunal in Havana. Petition granted. Costs to be taxed by Luis Lioteau, who must first be notified so as to accept and take oath. Luis Lioteau is notified, qualifies, and taxes costs at 60 pesos. This ends the record.

Taxation of costs.

**April 9.  
Emancipation of  
Francisco and Adelaide  
Rocheblave.**

No. 4. 4 pp.  
Court of Governor  
Esteban Miro.  
Assessor, Postigo.  
Escribano, Andres  
Almonester.

This case is interesting to the student of law for the procedure followed in emancipation of minors, as well as for the manner in which cases coming first before the Commander of one of the Posts were transferred to the Cabildo for final action.

Under the Spanish law of Louisiana, the age of majority was twenty-five. The usual mode of procedure for emancipation is a plea to present the petitioner's baptismal certificate as a proof that his age is as stated, then a request to have three witnesses called to testify to his ability to administer his own estate. The necessary information given, the Court grants the petition and orders the Notary, Clerk of the Cabildo, to draw up the act, file the original in his Archives, and give a certified copy to the interested party. In this particular instance, Francois and Adelaide de Rocheblave's baptismal certificates were evidently filed by their curator in Pointe Coupée.

Testimony of the necessary  
three witnesses.

testimony under oath, as required by law, that Francisco and Adelaide Rocheblave were of lawful age for emancipation, and

Francisco Rocheblave, acting for himself and for his sister, Adelaide Rocheblave, asks for their emancipation, as they have reached the legal age when they may ask for it. He sets forth in the petition that they have the consent of their tutor, Don Pedro Gaudeau, resident of the Post of Point Coupée, who has appeared before the Commander of that Post, petitioning to emancipate them because they are old enough to manage and increase their property, in virtue of which the Commander has agreed to submit their case to the Superior Tribunal in New Orleans for final action. After receipt of the petition, Miro, on Postigo's advice, rules: Let the testimony that this party offers be received and let the escribano be entrusted with the taking of it, and done let the declarations be delivered to the petitioner. Almonester certifies to the rendering of the decree, on April 9, 1782, and also that he has on that day notified Don Francisco de Rocheblave in person.

Jean Escoffier, Juan Bautista Nicolet, and Louis La Mothe, all natives of Pointe Coupée, gave



that they were capable of managing their property. This testimony was given before Andres Almonester, Notary public.

Judgment rendered.

After seeing the testimony, Miro, on Postigo's advice, ruled: He must emancipate and did emancipate them, and for this he interposed and did interpose his Judicial authority, and he ordered and did order that they should have (the rights of) and be considered as parents of families. To this effect let the corresponding despatch be issued to the Commander of the abovementioned Post, so that he may put them in possession of their property, and for this His Lordship signed and thus he decreed and ordered.

Notification of judgment.

The above decree was rendered on April 10, 1782, and on that day Almonester notified Francisco Rocheblave of the decision in the case.

April 10.

**Santiago Strother vs. Isaac Montsanto, (The Succession of) concerning a voucher presented in the accounting of the estate.**

No. 37. 11 pp.

Court of Governor Miro.

Assessor (None).

Escribano, Andres

Almonester.

This suit involves the accounting for collections made and expenses incurred in the settlement of a succession.—W. P.

Santiago Strother states in a suit prosecuted against the succession of Isaac Montsanto for a collection of pesos that he has presented an account and sworn statement of the collections made by him for the estate entrusted to his care, in virtue of which and for purposes that are convenient to him he prays the present escribano be ordered to make him a certified copy of it and of the taxation of costs of the said proceeding, which he paid on this day. Miro rules: As it is prayed upon payment of the just fees.

This petition is signed by William

Strother although it is entered in the name of Santiago (James) Strother.

The next document on file is the certified copy of the account and sworn statement rendered in the settlement of the succession of Isaac Montsanto. The schedule shows:

#### Recapitulation

Assets .....	5072
Charges and deductions.....	1263
Liquid remainder.....	3809

The taxation of costs made by Luis Lioteau for the settlement of the Montsanto estate amounts in all to 351 pesos, 4½ reales. The end.



**April 12.**  
**Maria Luisa Baudin asks**  
**to sell a house belonging**  
**to the Pensde Minors.**

No. 26. 12 pp.  
Court of Alcalde  
Jacinto Panis.  
Assessor (None).  
Escribano, Almonester.

This case is of interest principally as illustrating the complicated procedure necessary, under Spanish law in Louisiana, in the sale of property belonging to minors.—W. P.

The first entry dated April 4, 1781, is a power of attorney drawn up by Chevalier Alexandre de Clouet, Commander of the Posts of Atakapas and Opelousas, by which Widow David, resident there, empowers Jacques Terrascon, or in his absence, his wife, Mrs. Terrascon, to sell a house in New Orleans belonging to the lady appearing, who by these presents consents to all that may be done. The second entry is dated June 10, 1781, and is a declaration drawn up before Chevalier De Clouet made by

Claude Boutte, curator to the minor Louis Pensde. He feels it will be to the advantage of the minor to sell all he owns in the capital coming to him from his late father Louis Pensde, Sr. Therefore he consents to the sale so that the money may be invested in live stock at Atakapas. It will also enable him to make a division of the estate with the minor's sister, Mrs. Widow David, who is of age and also a resident of this post.

Marie Louise Boutte (signs herself Marie Louise Baudin), wife of Carlos Tarascon, says she holds the power of attorney of the minors Agata and Luis Pensde as it was conferred upon her before Alexandre De Clouet, Commander of the Post of Atakapas, for the sale of a house in this city situated on Royal Street, and as the house is threatened with ruin it would be of great benefit to the minors to sell. She asks to have witnesses called to give testimony according to the tenor of what she has just said and done deliver their declarations to her. Petition granted.

The witnesses, Louis Cornu, Gregoire Belhome, and Luis Douchene, each in a separate declaration, say it would be to the advantage of the Pensde minors to sell their houses on Royal Street because they are in a bad state and are falling into ruins.

With this testimony in her favor, Maria Luisa Baudin asks for an order to have them appraised and cried for public sale. Jacinto Panis rules accordingly, authorizing the sale of the real property, the proceeds to be invested in live stock for the farm in the country, which will be of greater benefit to the minors. He orders the place appraised by public experts who must first be notified so they may accept and take oath, and done let the public calls be made to fulfill the ends of the law. Adrien Joseph de la Place and Francisco Bijon are notified, qualify, and appraise the property at 300 pesos.



The calls for the public sale are made April 16, 26, and May 6. The petitioner then asks to have the day set for the sale, which Alcalde Panis names as the 20th of the current month. The auction sale is held of the house situated on Royal Street, adjoined on one side by Mrs. Dreux's property and on the other by that of Maria Theresa, a free mulatress. The bidders were Philiberti Farche, Santiago Le Duc, and Patricio Magnemara (Macnemara). The house was adjudicated to the first named for 400 pesos, to be paid in cash. This ends the proceeding.

April 15.

**Samuel Steer vs.  
Antonio Auchins  
(Hutchins).**

No. 3461. 29 pp.  
Court of Governor Miro.  
Assessor, Postigo.  
Escribano, Leonardo  
Mazange.

To collect a debt.

In 1779, Spain joined against England in the War of the American Revolution and took possession of the Floridas, which formally passed from English to Spanish jurisdiction with the signing of the Treaty of 1783.

This suit is interesting to the historian as illustrating the delay and confusion arising in the collection of debts contracted in West Florida prior to the time when Spain entered the above contest against England. It is of interest to the student of law as illustrating certain differences in English law, under which the debt was contracted, and Spanish law, under which the claim was finally adjusted a decade later.  
—W. P.

him. Miro rules accordingly. The translation is duly made, then the plaintiff asks for a writ of execution for 1200 pesos, the one-tenth and costs. The Court orders the writ issued. A marginal note stipulates it was issued. This is followed by the writ, but it is never served.

Mr. Steer's second petition.

Santiago Mather has in his possession a certain sum of money belonging to Mr. Hutchins. He prays to have him ordered under oath to swear and declare if it is true that he has said money,

The first document on file, in English, is an obligation, or note, by which Anthony Hutchins, of the Natchez District, acknowledges himself firmly bound unto Samuel Steer of Kingston, Jamaica, for 2400 Spanish milled dollars to be paid to Steer, his certain attorney, heirs, executors, administrators, or assigns. This note is made in West Florida, January 13, 1778. \$1200 of this debt must be paid on, or before December next, with lawful interest. This obligation is duly certified to and attested, in the Manchack District, February 20, 1778, witnessed by Thady Tierney (or Fierney) and Franc Poussett, before John Atkinson, Justice of the Peace for His Majesty (the King of England).

Samuel Steer asks to have this document translated into Spanish by Juan Joseph Duforest, and done deliver it to him for purposes which may be suitable to

The plaintiff now petitions, saying it has come to his notice that



what is the amount of it, and if the result conforms, order him to hold it by way of provisional seizure at the disposition of the Tribunal.

Santiago Mather's declaration.

Santiago Mather, under oath, which he makes by God, Our Lord, and the Holy Evangelists, because, as a Protestant, he holds and believes in the Bible, declares it is true he has in his possession 389 pesos 2 reales belonging to Antonio Hutchins.

Steer's request for payment.

Steer prays to have Mather deliver this amount to him, agreeing to give a receipt for same. Miro rules: Notify Santiago Mather to deliver to Samuel Steer, in the presence of the escribano, the 389 pesos 2 reales he has in his possession on account for the debt which is due to Mr. Steer.

Steer again petitions.

The plaintiff again petitions, saying the amount delivered to him by Santiago Mather comes to only 389 pesos 2 reales, but the full amount due him is 1200 pesos, therefore he prays for a despatch to be issued in due form to the Commander at Natchez, Carlos de Grandpré, with an enclosure of the foregoing writ of execution, this petition, and the Court's decree, so that the Commander may seize sufficient property belonging to Hutchins to cover the 810 pesos 6 reales still due as a remainder, and done remit to this capital and to this Tribunal. In a secondary petition, he calls to the attention of this Court that up until now he has not claimed interest; all he asks is the payment of his legitimate debt as appears in the obligation presented on page 1. In conformity to the customs of commerce, the interest will be claimed at the proper time.

Miro issues a despatch.

Miro decrees: Let a despatch be issued in due form to the Commander at Natchez, with an enclosure of the writ of execution, the foregoing petition, and this decree, so that he may seize sufficient property belonging to Antonio Hutchins to pay 810 pesos 6 reales due Samuel Steer as a remainder with interest, the one tenth costs, and transfer all to this capital to be placed at the disposition of this Tribunal.

Proceedings in Natchez.

The next on file, dated April 17, 1782, is the writ of despatch with enclosures. When this is received in Natchez for some unexplained reason the suit becomes dormant and is not revived until February 28, 1788, when Antonio Hutchins answers.

The defendant's answer.

Antonio Hutchins answers, saying in the year 1782 a decree was rendered against him in favor of Samuel Steer for a sum of money larger than he really owes upon an obligation for 1200 pesos, the purchase price of four slaves. Two of them were in truth misrepresented to him and died in less than four months. He voluntarily sustained a law suit in the Court at Pensacola, having a prospect of a reduction of the full amount due because of



prejudices arising from the deception practiced, but at the conquest of the country by Spanish arms the process consequently came to an end at the costs and charges of Mr. Steer. After the year 1780, he, aspiring always to do what is just, proposed and prayed for an order to submit the case to arbitrators who would be named. Mr. Steer to appoint his own and he naming either the Commander of Manchac, or of Baton Rouge, as appears from the testimony given by Messrs. Williams & Ross, the full amount imposed by the sentence to be paid from a quantity of tobacco sent to Mr. Mather for this purpose. All of these propositions he either failed to accept, or refused to comply with. Consequently he thought that, although the debt was justly due, the interest on it must in justice cease from that time, but if His Lordship (Miro) has formed a different opinion, he, Hutchins, will remain convinced that it can not be extended, with equity, until a date later than 1784, when his wife paid Mr. Steer's agent 700 pesos as a part of the obligation which up to recently he has not been able to produce, which has prevented the payment of the remainder by refusal to make other payments without seeing the obligation as appears from Mr. Vousdan's evidence, who would have favored Mrs. Hutchins with money for this purpose. He finds he has been charged with the costs of the proceedings at Pensacola, which is contrary to law and the customs of that country, because in English Courts of Justice in like cases all undetermined proceedings end at costs to the plaintiff. It has never been his intention to defer payment, but he was not satisfied with the imposition of a deception, and only contested the suit to have justice done. He has been much frustrated by various vicissitudes and revolutions which has put it beyond his power to make his defense in due time, but he firmly believes that His Lordship will relieve him, at least of the unjust charges of interest and costs of the suit at Pensacola in the settlement of his account. Miro, on Postigo's advice, orders this petition sent to Santiago Mather.

Santiago Mather's answer.

Santiago Mather presents a certified copy of a procuration by which Samuel Steer appoints him to act as his attorney, and as such petitions, saying in order to hurry this law suit and to avoid disagreeable contentions which would make it drag along and carry with it a multitude of costs and expenses in prejudice to both parties, he consents to the offer made by Hutchins to pay the remainder due according to the obligation with interest up to the year 1784, together with costs occasioned by this instance, although he would have been better satisfied to have been paid in full the amount he asks. However he could not verify the cause since it is not possible to present the obligation, as it has been involuntarily torn up. But since he will now be certain to receive what remains due on the principal together with interest up to January, 1784, with costs occasioned in the form above stated



under the corresponding receipt with a cancellation of the debt. Governor Miro, on Postigo's advice, sends this to the opposition.

Antonio Hutchins answers.

The defendant answers, saying he consents fully to the proposition made in the foregoing written document, that is to say, to pay the remainder due according to the obligation with interest up to 1784, with costs occasioned by this instance. In accordance with which, may it please His Lordship to give as null and cancelled these proceedings, and let the costs be taxed by the public taxer, and order his obligation presented on page 1 returned to him under a corresponding receipt. Miro, on Postigo's advice, rules: Let Antonio Hutchins pay the remainder of the principal which is due to Santiago Mather, as empowered by Samuel Steer to act, with interest up to 1784, together with costs incurred.

Mather gives a receipt.

Santiago Mather appears before a Notary and draws up a receipt in favor of Antonio Hutchins, in the name of his client, Samuel Steer, for 632 pesos, the remainder of a debt of 1200 pesos, including in it the interest up to 1784. This payment is made on a receipt given in accordance with Governor Miro's decree.

Taxation of costs.

Costs are taxed at 26 pesos, 6 reales. This suit runs from April 15, 1782, to March 15, 1788. It is incomplete, as the part of the suit which took place in Pensacola is not included.

April 17.

**Carlos Latour vs.  
one named Coperkuet  
(Cowperthwait)  
Rehibitory Action  
over a blind negro.  
No. 3429. 14 pp.  
Court of Alcalde  
Jacinto Panis.  
Assessor (None).  
Escribano, L. Mazange.**

This case seems to illustrate the obligation of the vendor of a slave to make known to the purchaser the existence of physical defects in such slave, and his liability for damages suffered by the purchaser on account of failure to disclose such defects prior to the sale, as well as cancellation of the act of sale.

—W. P.

The record begins with a certified copy of a notarial act by which Carlos Latour appoints Francisco Broutin to represent his interests, and, acting in the capacity of attorney, he presents a petition for his client setting forth that there was adjudicated to him at the sale of some slaves by Oliver Pollock, in the office of the present escribano, a negro, named Polidor, belonging to one named Cowperthwait, for 533 pesos, to be paid for within the year. It is now about six weeks after the purchase that he finds the negro is blind and has been so since he was taken from Pensacola, caused by an accidental discharge of powder which burnt his eyes. At the auction the public was not advised of his affliction. After he



had been acquired he was sent to look for some hens and a pig that were kept on his master's plantation, but he got lost on the road. Mr. Rieux found him at Costa de los Alemanes and took care of him at his house for 18 days. He has had to pay 5½ pesos for the food supplied him from the time he was taken in. Therefore he prays that Cowperthwait be ordered to take back the negro and cancel and annul the obligation made for the full amount of the purchase price, besides to condemn him to pay 11½ pesos that he, the petitioner, has paid out, namely 5½ to Mr. Rieux and 5 to the present escribano for his fees for drawing up the obligation and bond, and also to rule that from now on the negro must be held at his opponent's risk and account, and further to pay all costs and expenses occasioned up to the delivery of the negro back to his former owner and the definitive judgment of this cause. This is ordered sent to the defendant.

Carlos Latour presents a second petition, saying the defendant lives at the Acadian Coast, therefore he asks to have a despatch issued to Luis Judice, Commander there, with an enclosure of his first petition and the Court's decree, and order him to present himself in this Tribunal, or appoint an attorney to represent him, until the conclusion of this cause. Panis rules accordingly. This is followed by a copy of the despatch sent to Luis Judice Commander at La Fourche. Nothing further is done.

April 20.

**Santiago Monlon vs.  
Oliver Pollock.**

No. 3438. 5 pp.

Court of Governor

Esteban Miro.

Assessor, Postigo.

Escribano, Mazange.

To collect a bill of exchange.

This case is interesting to the historian, as it grows out of the operations of Oliver Pollock, as Agent of the United States, in furnishing supplies to the American armies in the West during the War of the American Revolution.

It is of interest to the student of law, as illustrating the obligation of any person, about to leave Louisiana, to satisfy all claims against him prior to his departure.—W. P.

The plaintiff presents a bill of exchange dated New Orleans, June 17, 1780, good for 12,200 piastres gourdes (silver) to be paid in three months, on sight, drawn on Messrs. Penet, Dacosta Brothers & Co., merchants of Nantes, or Bordeaux, in favor of Jacques Monlon, signed Oliver Pollock. With this exhibit as a basis for his claim, Mr. Monlon asks to have Mr. Pollock acknowledge the obligation and verify his signature, as it has come to his notice that Pollock is preparing to leave the Colony, which is contrary to business regulations. No debtor should absent himself until all debts are settled to the satisfaction of his creditors, or in case he should have to leave he must give sufficient bond to cover his entire indebted-



ness. All bills of exchange drawn upon Penet Dacosta Brothers & Co., have been protested for lack of acceptance and payment, as he can prove by those drawn to the order of Sarpy, Durel, Cadet Sardet, etc. He asks to have Pollock ordered to give bond in case he proposes to leave the Colony for the full amount of the bill of exchange, namely 12,200 pesos. Miro, on Postigo's advice, rules accordingly.

Oliver Pollock, Agent of the United States of America, declares, upon his word of honor given by placing his hand on the hilt of his sword, that the signature at the end of the bill of exchange is his, but it was placed there as agent for the United States, in accordance with orders communicated to him, as he will prove in his time. For this reason he does not owe the money; it is a debt of the United States. This ends the record.

April 20.  
**Alexandro Baure vs.  
Francisco Menard, for  
the delivery of a letter  
of credit drawn against  
this treasury.**

No. 32. 23 pp.  
Court of Alcalde  
Jacinto Panis.  
Assessor, Postigo.  
Escribano, Almonester.

This suit, which seems like "much ado about nothing," illustrates the complicated legal procedure necessary to compel the holder, to whom a letter of credit drawn against the colonial treasury has been entrusted for delivery, to hand over the said letter of credit to the person for whom it was intended.—W. P.

The plaintiff states that Juan Lafon, a resident of St. Genevieve, Illinois, has remitted to him through Mr. Menard, the sum of 766 pesos 2 reales according to a letter received. He has requested Mr. Menard, several times, to turn over this amount to him, but he has not done so. All he has been able to get out of him is a promise to pay in tallow. In order to collect the money he asks to have his opponent ordered to declare if it is true that Mr. Lafon gave him the sum of money stipulated to bring to this city, and to deliver to him, and done give Mr. Menard's declaration to him. Alcalde Panis rules accordingly.

Mr. Menard's declaration.

Francisco Menard declares under oath that it is true Juan Lafon, a resident of St. Genevieve, confided to his keeping a certificate of credit given by Mr. Devilliers, Commander of the Post of Los Arcos (Arkansas), to be paid by this Treasury, with the condition that it be delivered into Mr. Alexandro Baure's own hands. He, the declarer, drew up the necessary receipt for it. Coming down the river he disembarked at Los Arcos, where he forgot the certification (certificacion de credito). It is true he promised to Mr. Baure tallow in payment, but this was done to avoid being dunned in an affair in which there was no profit to him except to be of service to Mr. Lafon. However, he has been obligated to give bond for the full amount until the delivery



of the certificate, which will be upon the first occasion that he has to go up to the Post.

Exhibition of certificates.

Andres Almonester, the escribano of the case, certifies that before him and witnesses Francisco Menard has appeared and exhibited two certifications drawn by Baltazar De Villiers, Commander of the Post of Arkansas; both seem to be for 767 pesos 2 reales and a little paper, or order, of Francisco Vigo, to be collected by Menar(d) in this city.

Baure's petition.

Alexandro Baure then petitions, asking to have Menard declare if it is true he received the certificates, (The obligation is some times spoken of as "letras de cambio," bill of exchange, and again as "certificacions de credito", certification of credit.) also to state if he had mislaid them among his papers, or had left them in Arkansas, as he had said when he promised to present them the first time he had occasion to go there, whereas three days afterwards he delivered them at the escribano's office. The two were for 767 pesos 2 reales, although they are for the same amount, the person who has remitted to him stipulates in his letter that he would receive 767 pesos 2 reales, and, although the certificates are for the same amount as was sent to him by Mr. Lafon, the ones his opponent now presents are accredited to Francisco Vigo, given him for collection as appears by Menard's paper, or order, drawn by him and exhibited in the escribano's office. Mr. Lafon's bills of exchange were signed by him in the presence of witnesses also signing, as can be verified.

Considering all the above mentioned, it will be necessary to investigate and proceed against Mr. Menard's irregularity in having hidden the certifications, intending to collect them at the treasury and then, after stating he did not have them, to exhibit them without taking into consideration that he had proposed to pay the full amount in tallow and pelts. He therefore prays to have the defendant settle the obligation in money and not in commodities, or deliver the bills of exchange.

Jacinto Panis' ruling.

Alcalde Panis, on Postigo's advice, rules: Let Menard be notified to deliver to Alexandro Baure the bills of exchange he received from Juan Lafon for the sum of 766 pesos 2 reales to be paid at this treasury; the said delivery must be made within 24 hours with a warning of what will have place in law.

Mr. Baure's petition.

The plaintiff again petitions saying the defendant was ordered to deliver a bill of exchange within 24 hours, which he had not done, therefore he prays to have him ordered to deliver the value in money, and state that it is what Lafon entrusted to him to deliver to Baure. Panis, on Postigo's advice, orders Francisco Menard notified to pay Alexandro Baure the amount specified in the certifications given him by Juan Lafon to deliver to



the abovenamed, or place in his possession within two days the bills of exchange entrusted to his care, with a warning of what will have place in law.

Menard's answer.

Francisco Menard answers the suit, saying these proceedings have been maliciously incited against him by Baure to make him pay the full amount of the two certificates of credit given to him at the Post of Illinois by his nephew, Mr. Lafon, to be brought to this city. He has been notified of a decree ordering him to pay the full amount of these bills of exchange, which is prejudicial to him. Therefore he asks to have it revoked and to have the records of the case turned over to him in the ordinary way, so that he may take recourse against it. Panis orders the records sent to him for two days.

Menard again petitions.

The defendant presents another petition, setting forth that he has received the records, and in them may be clearly seen the malice with which Baure proceeds against him in all of his written petitions. In them he refers to a letter of advice from Mr. Lafon, without ever producing it to support his claim. He prays to have his opponent ordered without delay to exhibit the letter and that it be verified. Panis, on Postigo's advice, rules: Notify Alexandro Baure to exhibit, within twenty four hours, the letter, which according to his written petition, he has received from Juan Lafon.

Menard further petitions.

Mr. Menard again petitions, this time asking to have the plaintiff swear and declare if it is not true that Renato Rapicault has arrived in this city from St. Genevieve and reported to him how Juan Lafon had charged him to notify him, Baure, that he, Menard, was entrusted with the certificates of credit to bring them to the city. Mr. Lafon owed the money and took this means to convey it to New Orleans. Postigo advises Panis to grant the petitions.

Mr. Baure's declaration.

Mr. Baure's declaration reads: He has nothing to answer in this affair as he withdraws entirely from it, leaving it to the Judge of these proceedings to determine what will be just.

Menard's answer.

The defendant comes back with a long four page petition, in which he reviews the case and asks for a definitive sentence, further requesting to have Baure condemned to pay all costs caused, or to be caused, as this suit has occasioned loss and injury to his business as it has prevented him from making the voyage home. Panis, on Postigo's advice, rules: Alexandro Baure must receive the two bills of exchange drawn by Mr. Viller (de Villiers), Commander of the Post of Arkansas, in favor of Mr. Vigo



against this Treasury, for 767 pesos 2 reales, that Mr. Menard has delivered to him, giving to him the corresponding receipt for his protection.

Mr. Menard's last petition.

Francisco Menard presents still another petition, asking to have Mr. Baure condemned to pay costs after a taxation has been made of them. He further states that he was ordered to deliver to Mr. Baure the bills of exchange, and this can not be done because they are filed with the proceedings. He prays that the escribano be ordered to separate them from the papers presented and turn them over to Mr. Baure. Panis, on Postigo's advice, rules: Let the escribano separate the papers mentioned that have been filed with proceedings, and done hand them to Alexandro Baure who must give Francisco Menard a receipt for them. Let the costs be taxed by Luis Lioteau who must first accept and take oath, and let each litigant pay for the part he has caused.

Baure's receipt.

Mr. Baure receipts to Rafael Perdomo for all the documents presented in this suit, which are pages 4, 5, 6 and 13. Lioteau taxes costs. Baure must pay 7 pesos 7 reales, and Menard 9 pesos.

April 20.

**Guillermo Dubuisson  
petitions to sell a house  
on Royal and Orleans  
Streets.**

No. 19. 6 pp.

Court of Governor Miro.  
Assessor, Postigo.  
Escribano, Almonester.

This suit illustrates the legal procedure followed in securing permission to sell a house, against which there is a lien for repairs, and in which the minor heirs of the deceased owner have an interest.—W. P.

The first entry is a certified copy of a Notarial Act, or receipt for various sums, dated November 19, 1781, by which Guillermo Dubuisson states that in order to repair his dwelling house damaged by the hurricane of August 18, 1779, his brother-in-law, Baldirio de Crox lent him 35 pesos. At another time he lent him an additional 169 pesos and again 204 pesos. The petitioner presents this act and stipulates there is a house in this city, left by his late wife, Ursula Trepagnier, and considering that it is necessary to give his children their part as well as to pay

Baldirio del Crox the various sums he has lent to repair the house, as the Notarial Act shows, he asks permission to have the house appraised by public experts. Governor Miro, on Postigo's advice, orders Adrien de la Place and Francisco Bijon to place a value on the real property. The two appraisers are notified and qualify, describing it in this manner: The land measured contains 92 feet front on Orleans by 70 deep upon which a house has been constructed 30 feet long by 20 feet wide, divided into two parts with a double chimney, all of brick between wood, lined with boards above and below, with a gallery at the back for the width of the house, all in very bad condition except the roof, which is new. It is valued at 500 pesos.



Guillermo Dubuissou then petitions, saying in order to pay Baldirio del Crox the money borrowed from him to repair the house and to divide the other one-half amicably among his children he prays for permission to sell it by public document executed before the present escribano. His children are in perfect accord with him in this matter, and for its better validation and force they sign this petition with him. Signed: Dubuissou, Guillermo Dubuissou, Ignacio Balderas, Genevieve Dubuissou Balderas, Baldirio del Crox, Jeane (the rest torn away). Miro, on Postigo's advice, grants Dubuissou a permit to sell the house, with the agreement that one half of its value be divided among his children. This ends the record, which is in very bad condition.

April 27.

**Oliver Pollock et al.  
petitions to name  
arbitrators.**

No. 3444. 7 pp.

Court of Governor Miro.  
Assessor, Postigo.  
Escribano, L. Mazange.

This case is interesting to the historian because it grows out of the activities of Oliver Pollock, as Agent of the United States in New Orleans during the War of the American Revolution.

It is of interest to the student of law, as illustrating the procedure followed in settling cases by arbitration, which was quite common in Spanish Louisiana.  
—W. P.

and Eduardo Churk (Church), and, in case of discord, or disagreement, these two will name a third who will end the matter definitely. They obligate themselves to abide by whatever their arbitrators may determine. Miro confirms the appointment of the abovenamed gentlemen, further ruling, with regard to the penalty that they will impose, let the arbitration be made before a notary public, presenting the documents upon which they have founded it in the office of the present escribano so that it may be paraphed by him and then delivered in due form into the possession of the said arbitrators.

The judgment by arbitration.

The arbitration is in English, and reads in part: that they, the arbitrators, appointed by Oliver Pollock, Esq., attorney for Messrs. Willing & Morris of Philadelphia, for one part, and by

Oliver Pollock, agent for the United States of America, resident of this city, empowered by Thomas Williams (Willing), Roberto Maurice, and Alexandro Henderson, entrusted with the administration of their property in this city and Province, petitions, saying they have accounts pending among them as regards the administration, management, and salaries earned in the care of the said property which because of the difficulties which have arisen among them can not be satisfactorily terminated. In consideration of this and to avoid increasing costs, prejudices, damages, etc., in the prosecution of these contentions they had decided to submit the matter to arbitration so as to close their accounts and end the difficulties. For this purpose they named Santiago Jones



Alexander Henderson manager of the estates, or plantation, of the said Willing & Morris in West Florida and Louisiana, on the other part, having to the best of their ability in the short space allowed, examined the different accounts and vouchers before them and report as follows:

- 1st. Mr. Henderson has produced an account current with Willing & Morris, signed April 21, 1782, called a private account, according to which there is a balance in his favor of 2115 dollars 7 reales. They find sundry charges therein which are inadmissible, for instance, interest on his salary, this should have been demanded annually according to the conditions of his agreement and should have been adjusted yearly. This amounts to 591 dollars 2 reales.
- 2nd. A yearly salary charged by Mr. Henderson for continuing on the estate 7 months and 22 days after the expiration of the term limited by his agreement, during which, according to his own confession, he was engaged in the practice of Physic for his own account. The amount of this charge is 428 dollars and 4½ reales.
- 3rd. A credit of only 205 dollars 5 reales in part of any account exhibited by Mr. Pollock against Mr. Henderson, amounting to 777 dollars 1 real, entered by John Henderson in Mr. Pollock's books to the particular account of his brother, Alexander, and further confirmed in part by sundry orders from Alexander Henderson now before them. The difference between Mr. Pollock's charge and Mr. Henderson's credit is 571 dollars 4 reales.

Independent of the aforesaid articles objected to by them, there are various charges exhibited to them by Mr. Pollock, on the part of Willing & Morris, against the said Henderson, such as:

- 1st. The payment of considerable sums of money improperly to sundry persons employed on the different estates, such as carpenters, laborers, and jobbers.
- 2nd. For rice made the two last years a great part of which was not accounted for by Mr. Alexander.
- 3rd. Extra expenses to Doctors for attending negroes.
- 4th. Extra charges arising from Mr. Henderson's opposition to the sale of the plantation and negroes, after having been advertised for sale by Mr. Pollock.
- 5th. For a year's hire of 34 negroes alleged by Mr. Pollock to have been kept in idleness.

These charges, being annexed to an account of eight years standing contested by Mr. Henderson and unsupported by such proofs on either side as are necessary to lend them to a clear impartial decision, they, therefore, declare themselves incompetent to the giving of a definitive opinion upon them, but would rather refer the foregoing five articles with two unbalanced accounts with the Orange Grove and Houmas Estates, of six and eight years standing, to the more deliberate inspection of



Messrs. Willing & Morris. Therefore they suggest that Mr. Henderson transmit his accounts as soon as possible to them, unless their attorney, for the sake of immediate settlement and to save future trouble and controversy, shall think it more expedient to allow Mr. Henderson such consideration in full of all demands as they between themselves shall agree on after a review of the accounts in debate and a due consideration of their objections and deductions. (Signed) Ed. Church and James Jones, dated New Orleans, April 28, 1782.

Agreement between the litigants. Oliver Pollock and Alexander Henderson then petition, saying they agree to the sentence pronounced, to which they conform for its execution, therefore they pray the Court to declare it as consented to and passed with the authority of a thing adjudged, and order returned to them the instruments and accounts they have presented, as likewise a certified copy of the said sentence. Miro, on Postigo's advice, rules: Let the sentence pronounced by the arbitrators be executed as consented to and passed in authority of a thing adjudged, and deliver to each one of the parties his documents, and give both a certified copy as requested.

Receipt. Oliver Pollock and Alexander Henderson each signs a receipt for the instruments relative to the accounts submitted for arbitration, for which a formal receipt is drawn up and signed, the witnesses being Luis Lioteau, Pedro Bertoniere, and Philippe Guinault, before Leonardo Mazange, Escribano Publico.

April 29.  
**Henrique Despre  
(Desprez) vs. Santiago  
Tarascon, to make him  
deliver to the plaintiff  
what should come to  
him from the late Juan  
B. Brazilier's estate.**

No. 3027. 71 pp.  
Courts of Governor Miro  
and Alcaldes Dufossat,  
Panis, and Piernas.  
Assessor, Juan del  
Postigo.  
Escribano, Leonardo  
Mazange.

This suit, arising from a dispute over the settlement of a succession, is of interest only to the student of Louisiana law, on account of the numerous legal points involved.—W. P.

The first record on file, an exhibit, is a certified copy of a marriage contract dated New Orleans, August 17, 1748, between Juan Bautista Brazilier, minor son of Luis Brazilier, called Tourangot, resident of Bayou St. John, and the deceased Juana Feran, native of Pascagoula, in the Bishopric of Quebec, and Pelagia Tarascon, minor daughter of Santiago Loreins called Tarascon, and the deceased Maria Abril, native of Mobile, Bishopric of Quebec. Those stipulating for the groom were Francisco Hery, called Duplanty, resident of Bayou St. John, his brother-in-law, and Claudio Renard, called Avignon, and Augustin Chantalou. Those for the bride were her father, her step-mother, Marie Cousine, Juan Bautista Garic, attorney, and Gilbert Cacadier



Dusigne. The wording of the contract follows the regular French form with the clause, "according to the customs of Paris under which the said future community will be managed, renouncing all others contrary to it," underscored. There is a further underlined passage reading: "for the validity of this donation which they reciprocally accept they will be obligated to have it recorded by the Greffier of the Superior Council and any other place that will be necessary constituting, to this effect, for their attorney, the bearer of these presents, to whom they give power to do what they have agreed."

Copy of Mr. Brazilier's will.

The second exhibit is Juan Bautista Brazilier's will, dated April 18, 1775, wherein the testator says he is the son of Luis Brazilier and Carlota Treman (Juana Feran). He married Pelagia Lorreins, their married life having lasted over twenty-six years. During that time they have accumulated what little property it has pleased God to give them. He names his brother-in-law, Santiago Lorreins, called Tarascon, his testamentary executor. He and his wife never had any children, his only relative is a sister, Magdalena Brazilier, wife of Henrique Desprez. He names his wife his sole and universal heir, as they have secured their property together.

Mr. Desprez' petition.

Henrique Desprez jointly with his wife, Magdalena Brazilier, present the foregoing copy, and in a long petition it is set forth that Mrs. Desprez' brother, Juan Brazilier, in his will, dated April 18, 1775, has constituted as his universal heir, his wife, Pelagia Lorreins, this will can not have effect because it violates the agreement drawn up before the wedding, principally the condition of the marriage contract as to community property, which must be managed according to the customs, or laws, of Paris, renouncing all others whatsoever to the contrary. Then by this law, Article 282, any donation *intervivos* is prohibited during the married life either by will, or any other way. Mr. Brazilier could not change his will when the laws happened to change and alter it by naming his wife his heir, and leave his sister out, who should inherit according to the laws of Paris under which his marriage contract was drawn up, as the said contract, which is contrary to what he has inserted in his will. It is also known that all marriage contracts, particularly what appertains to dowers and donations because of marriage, must be decided by the laws of France, even after the Province of Louisiana has been united to the Spanish Monarchy.

The will must also be declared null on account of the very evident untruths it contains, such as instituting his wife his sole and universal heir because they had acquired the estate jointly. This is a falsehood, as can be proven. The testator received his said estate upon the partitions of the successions of his parents, which consisted of a plantation and some slaves. The proper dis-



position for the testator to make is to leave his sister what he has inherited from his parents, which he has not done, claiming to have earned it jointly with his wife. Therefore he prays to have the will declared null and order the settlement of his succession to conform to the matrimonial agreement of the said Brazilier, and to deliver to him one half of the property left at his death, and the corresponding produce since the death of Pelagia Lorreins.

He further prays, saying the only lawyer in this Province is the Assessor of the Government, and as there is no doctor, master of the science of law, who can be of value to him to instruct and direct on the points of law upon which this suit is founded, he asks to send the proceedings to the Tribunal of Havana.

In still another paragraph of his petition, he says it is essential to his right to lay before this Court the manner of proceeding of the heirs of Pelagia Lorreins, wife of the testator, and the use they have made of the income from the estates. He asks to be given a certified copy of all the records of the said succession and of any of the law suits that have followed it. Miro orders this petition sent to the Auditor of War, so that he may advise him as to what is legal. Later the Governor General, on Postigo's advice, rules: So as to render a better decision, let the marriage contract be translated into Spanish by Juan Joseph Duforest and with regard to the first of the secondary petitions, it is denied because it is not the proceeding under consideration; and will necessitate bringing (another) action in this Tribunal.

The translation of the marriage contract.

Juan Joseph Duforest translates the marriage contract, as he was ordered, which Desprez begs leave

to present. Miro, on Postigo's advice, accepts it and rules to send it to Santiago Tarascon. When ten days have elapsed and the opposition does not answer, the plaintiff asks the Court to have the records of the case taken from the defendant by judicial compulsion. Miro, on Postigo's advice, orders Tarascon to answer for the first audience, with a warning of what will have place in law.

Mr. Tarascon's answer.

Santiago Lorreins, called Tarascon, answers by presenting a certified copy of his sister's will dated September 3, 1781, which reads in part: The testatrix name is Pelagia Lorreins, she was born in Mobile, and is the widow of Juan Bautista Bertilier. She is the daughter of Santiago Lorreins, a native of the city of Tarascon, Parish of San Didier, in the County (Department) of Avignon, and Maria Avril, from the Province of Burgundy, both dead. She was first married to Juan B. Brazilier, now dead. She did not bring anything to this marriage, nor did she have any children by it. About two years and a half ago she contracted a second marriage with Andres Jung, who is at present her husband. They have no children, nor have they drawn up any marriage contract.



Her estate consists of 24 slaves and a small plantation, situated on Bayou St. John, where the King's warehouse stood. It measures two arpents front by thirty deep. She has also about 80 head of live stock or thereabouts. The testatrix gives freedom to her slaves, namely: Alexis aged 60 years, Luis 25, Opal 40; she charges her testamentary executors to draw up for them, in due form, their acts of emancipation. She also frees Catalina aged 20, Maria Luisa aged 31, and Congo 20, with her daughter Francisca aged 3; she sets them free because of the good services she has received from them. Mrs. Jung charges her testamentary executors to draw up the necessary acts of emancipation for these three women and the child, and further stipulates that her executors must deliver to each one of them a cow and a calf. She states that her husband owes her 400 pesos, but she has no note to show for it. The money was lent about two years ago to buy a slave from Mrs. Duvernay, named Pedro; it is her will that this money be collected. There is no community property held with Mr. Jung, because he brought nothing to the marriage. She leaves to Francisca Lorreins, wife of Mr. Alard, or Allard, her clothes, jewelry, wrought silver, furniture and everything in her armoire and the boxes in her house on Bayou St. John. She appoints her brother, Carlos Lorreins, called Tarascon, as her testamentary executor, and names her other brother, Santiago Lorreins, called Tarascon, her sole and universal heir, with the charge that he aid their brother, Carlos Lorreins, in all his necessities, in case his fortune should deteriorate. There is a codicil, added September 6, 1781, in which the testatrix says she forgot to declare the money in her armoire amounting to about 2000 pesos. It is in some bags in a box in the said armoire. On the same night she made her will, she delivered the keys of her plantation to Carlos Lorreins, asking him to take these pesos out of the box where they were kept and deliver them to Luis Alard with whatever wrought silver he found. She further declares that in clause fourteen of her will she names Santiago Lorreins her sole and universal heir charging him in case of a deterioration of fortune to assist his brother, Carlos Lorreins, in all his necessities, but so as to avoid law suits which might arise because of this disposition, she revokes this charge and in place of it leaves Carlos Lorreins 500 pesos for one time only.

Santiago Lorreins petitions.

The defendant petitions, saying he has been given a copy of a request presented by Enrique Desprez in which he asks to annul the will made by Juan Bautista Brazilier, late husband of Pelagia Lorreins, called Tarascon, his sister, and also the one she made in his favor naming him her sole and universal heir as appears from the copy duly presented. He prays to have him ordered to abandon the cause by which he claims the estate and to be put in perpetual silence, and that the will and marriage contract be confirmed. Miro, on Postigo's advice, sends this to Enrique Desprez.



Mr. Desprez answers.

The plaintiff answers, by requesting a copy of the law suit pending in Governor Miro's Court by which he and his wife, Magdalena Brazilier, took action for what concerns them in the succession of her brother, Juan B. Brazilier, and to lay before the Court the manner of proceeding and the conduct of the late Mrs. Brazilier-Jung's brothers. Therefore he prays to have a certified copy of all that has taken place in his jurisdiction, as well as all the criminal incidents belonging to the said succession. The case has passed into Alcalde Dufossat's Court, and he rules: As it is prayed.

The certified copy.

The certified copy of the proceedings, dated September 3, 1781, already indexed, entered under the title. "Criminal Proceedings prosecuted against Carlos Lorreins, called Tarascon, by Andreas Jung," No. 3536, 11 pp. Court of Alcalde Dufossat; Escribano, Leonardo Mazange.

Henrique Desprez again petitions.

The plaintiff petitions, saying before answering Tarascon's written request sent to him, and in order to better prepare his action, principally from the certified copy duly presented wherein it appears that Pelagia Lorreins' plantation, during her absence while she was dying in the city was entered and money and wrought silver was taken away and delivered to Luis Allard. The amount is not known because no inventory was made after her death, although a request had been made to have one taken, but without effect, as he will prove in time. Therefore it is convenient to his right to have Louis Allard, to whom the money was given, to be put under oath, without delay, and to be made to answer the questions he will present, and done deliver to him to be used when suitable. He further asks to have the day named for Luis Allard's appearance.

An added petition states, as Luis Allard is said to be an official in a Company of Carbineers of Militia, may it please the Court to ask the assistance of the Commander, ad interim, of this place to prosecute this law suit in His Honor's Tribunal, so he may continue to receive his ration-money. Panis rules: the certified copy this party mentions having been presented let (Mr. Allard) swear and declare as petitioned according to the tenor of the interrogatorio, citing the parties to present themselves in due form on Tuesday the twenty fifth current, and to this effect request the help of the Commander ad interim, and done let all be returned to the Court.

On June 2, 1782, Piernas rules: Let what is ordered by the foregoing decree be complied with and executed.

Mr. Allard's answers.

The answers to the interrogatorio are dated June 25, 1782, and are to the effect that Luis Allard appeared before Alcalde Jacinto Panis to be questioned under oath, which he takes on his



word of honor placing his right hand on the hilt of his sword and answers in the following manner:

1st. Q. Is it not true (according to the criminal prosecution a certified copy of which are attached to these proceedings), that on the night of last September 2nd, Carlos Tarascon delivered to him a certain sum of money and some wrought silver which belonged to Pelagia Lorreins, called Tarascon, then dying in the city?

A. This is not true.

2nd. Q. Is it not true that Carlos Tarascon carried the money and was accompanied by a mulatto, named Alexis and another called Rencontre, who helped to carry the chests and bags of money to his house?

A. This is not true.

3rd. Q. Let him tell the amount of money he received from Carlos Tarascon and the quality or kind of wrought silver?

A. He knows nothing of what is contained in this question.

After giving his answer, Luis Allard makes a strange statement. He says he does not know his age, because it is a long time since he has seen his baptismal certificate. His declaration is read to him word for word, he affirms and ratifies it, but would not sign, although requested to do so by His Honor.

Mr. Desprez petitions.

Enrique Desprez prays to have Carlos Tarascon declare, under oath, the amount of money, more or less, that he delivered to Luis Allard on September 2, 1781, which then belonged to Pelagia Lorreins, wife of Andres Jung, and done deliver the declaration to him for purposes that may be suitable. Panis rules accordingly, naming the following day, the 26th current, for the taking of his testimony.

Mr. Tarascon's declaration.

Carlos Tarascon appears, and under oath declares he can not state the full amount of money turned over to Luis Allard, but the truth of the matter is, that he, by his deceased sister's orders went to her house with the keys of the armoire which she kept locked and found therein a chest that was too heavy for the four of them, Rencontre, his negro, Alexis and Catalina, Mrs. Jung's slaves, and himself, to carry. Therefore, they took from the chest six or eight bags filled with silver, so as to be able to remove it from the armoire and put it in the pirogue to take it to Luis Allard's house. After putting chest on board, they carried the six or eight bags of silver, later replacing them in the box as they were before. They lit a light and went ashore so as to deliver the money and chest, following the same procedure as on loading, that is to say they removed some of the bags of silver so as to carry them to the house, where they handed over the chest filled



with the silver to Allard. Then they went up the Bayou together on foot, crossed the estury so as to go to his deceased sister's plantation. They examined the armoire where Allard found two more bags of money, but the witness can not specify the amount of money they contained, nor whether it was in gold or silver. He gathered these up together with all the covers and wrought silver that had belonged to Mrs. Jung, besides taking all the papers, documents, and written matter belonging to her plantation. All this happened during about seven or eight hours of the night of September 2-3, 1781.

Henrique Despréz presents an interrogatorio.

The plaintiff presents an interrogatorio upon which he asks to have Catalina, Mrs. Jung's slave, examined. He further requests to have the day set for her examination, and done deliver her answers to him to be used for purposes convenient to him.

1st. Q. Was she not present when Carlos Tarascon attempted to take from Pelagia Lorreins' armoire the chest which held the money? Was it not too heavy, and although he had two slave men to help him, they could not lift it, so he removed some sacks filled with pesos to lighten it? Let her tell the amount of money the sacks contained?

A. Yes, it is true that Carlos Tarascon having ordered the chest removed which was in the armoire belonging to her deceased owner, Pelagia Lorreins, the mulatto, Alexis, told him it would be impossible to lift it out unless some sacks of pesos were taken out to lighten it. In fact they did so and began to remove them, but she does not know the amount they contained because at this moment Carlos Tarascon ordered her to go with one of the negroes to get the pirogue tied up in the estury a little below the house. The slave got into it and rowed upstream, but she came by land and when she got back she noticed the chest was in the boat and that they had taken from the house three bags of pesos, these were also put on board, but she can not testify whether, or not, any others were placed in the pirogue before, or if these she saw were the only ones.

2nd. Q. Is it not true that the sacks and chest were carried to a pirogue which was near the house, and did they not take all to Mr. Allard's plantation?

A. Yes, it is true that the sacks and chest were placed in the pirogue as she has said, but she did not pay any attention to the directions given and does not know whether, or not, they were sent to Mr. Allard's plantation, but she heard Carlos Tarascon say that he had this order and on his return she saw Luis Allard come with him.



3rd. Q. Is it not true that after taking away the money and chest Carlos Tarascon returned, accompanied by Luis Allard, and that the latter upon examining the armoire again found some other bags of silver which he carried away with him as well as all the wrought silver and papers that were in the armoire?

A. It is true she saw Carlos Tarascon and Luis Allard return together, and the former asked her for the covers and wrought silver and also the papers belonging to her late owner, Pelagia Lorreins. She gathered them together and put them into Carlos Tarascon's hands and he turned everything over to Mr. Allard who carried them away, but the witness did not notice whether, or not, the two bags of money were removed.

4th. Q. Is it not true that Mr. Allard went as soon as he could (although well loaded with pesos and wrought silver) when he heard Mr. Andres Jung, husband of the said Pelagia Lorreins, was coming, in a hurry on horse back, to prevent the removal of the money?

A. No sooner had Mr. Allard left the threshold of the house with all that was mentioned in the foregoing answer when Mr. Jung was seen coming on horseback, however Mr. Allard continued on his way. When he arrived, Mr. Jung, her late owner's husband began to question if anyone had been there, and the mulatto answered: "No one." He threatened them with the Judge. Carlos Tarascon went out, then they retired to the witness' room where they began to dispute.

Mr. Desprez petitions.

The plaintiff now petitions, saying he has been given Santiago Tarascon's request, but before answering he would like to state that his first petition, on page 9, has not yet been sent to Louis Allard, who should answer his claim not only because he is one of Pelagia Lorrains' legatees, she having been his wife's aunt, but because he has taken from her house the money she left and removed it to his plantation. This has been proven by the testimony ordered taken in the criminal proceedings prosecuted by Andreas Jung against Carlos Tarascon, a certified copy of which will be found attached to this suit. He prays to have his petition on page 9 sent to Luis Allard. Panis rules accordingly. This ends the record, which is unfinished.

(To be continued)



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